

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – 6:00 PM
November 3, 2022

PRAYER

Mayor McFarland

PLEDGE OF ALLEGIANCE

Consent Agenda

1. Affordable Housing Program - Legacy Pointe Development (Community Development)
2. Accept Donation of Property for Future Right of Way (Development Services)
3. FY 2023 City Manager Approved Budget Amendments (Finance)
4. Purchase of Air Cylinders and Frames (Fire Rescue)
5. Contract for Repairs to Patterson Pool (Parks)
6. Amended Joint Use Agreement with CUD for Tower Site (Police)
7. Transit Agency Safety Plan Update (Transportation)
8. Contract with TDOT for FY23 Operating Assistance (Transportation)
9. Dr. Martin Luther King Jr Blvd. Sidewalk Project Phase 2 Acquisition Services (Transportation)
10. Architectural Services for MWRD Administration Building (Water Resources)
11. Asphalt Purchases Report (Water Resources)
12. Asphalt and Concrete Purchase Report (Street)

New Business

Land Use Matters

13. Zoning property along North Thompson Lane (Planning)
 - a. Public Hearing: Zone 30 acres
 - b. First Reading: Ordinance 22-OZ-39
14. Zoning property along Burnt Knob Road (Planning)
 - a. Public Hearing: Zone 116.7 acres
 - b. First Reading: Ordinance 22-OZ-40
15. Zoning property along Veterans Parkway (Planning)
 - a. Public Hearing: Zone 149 acres
 - b. First Reading: Ordinance 22-OZ-41
16. Sewer Allocation Variance- 1345 Wenlon Dr. – Social Murph Apts. (Planning)

On Motion

17. MED Pension Plan Amendment (Legal)
18. Purchase of Police Vehicles from Ford of Murfreesboro (Police)

19. Acquire 3895 Sulphur Springs Road for Cherry Lane Phase III (Transportation)
20. SSR Task Order for Water Resource Recovery Facility Standby Power Improvement Project 1 (Water Resources)
21. Purchase of Supervisory Control and Data Acquisition (SCADA) Servers (Water Resources)
22. Full-Scale Biosolids Thermal Dryer Engineering Design Task Order (Water Resources)

Board & Commission Appointments

Licensing

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 11/3/2022

Item Title: Affordable Housing Program – Legacy Pointe Development

Department: Community Development

Presented by: Helen Glynn, Assistant Director

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Down payment assistance from federal Community Development Block Grant (CDBG) funds for the City's Affordable Housing Assistance Program.

Staff Recommendation

Approve the expenditure from CDBG funds for down payment assistance.

Background Information

The purchaser of one new home (2828 Opportunity Lane) constructed in Legacy Pointe developed by Habitat for Humanity has applied for down payment assistance under the City's Affordable Housing Assistance Program. The applicant meets the qualifications for assistance. The program will provide \$10,000 towards down payment from existing Community Development Block Grant (CDBG) funds.

Council Priorities Served

Establish strong City brand

Assisting low income households in purchasing homes contributes to the overall well-being of the community.

Fiscal Impact

The expenditure, \$10,000, is funded by CDBG funds allocated to the City's Affordable Housing Assistance Program.

COUNCIL COMMUNICATION

Meeting Date: 11/03/2022

Item Title: Accept Donation of Property for Future Right of Way

Department: Development Services

Presented by: Greg McKnight, Planning Director

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Accept donation of 60 ft by 775 ft strip of land from ProLogis LP.

Staff Recommendation

Approve acceptance of donation and authorize the payment of closing expenses including title insurance.

Planning Commission concurred with the acceptance of the donation as a Mandatory Referral at a previous meeting

Background Information

Creation of tract labeled on Exhibit A as "ProLogis/FedEx Currently under Construction" required the dedication of a 60 ft strip for Distribution Way, which would serve as access to the facility. During construction, it was determined that the location of Distribution Way abutting the facility would be on Parcel A. Parcel B was intended to provide the facility access to Elam Road.

Given the construction of Distribution Way on Parcel A, the developer has agreed to donate Parcel B to the City so that the City can work toward an agreement that would exchange Parcel B for a 60 ft strip of land in the vicinity of Parcel C. Once completed, the exact layout and extension of Distribution Way to Elam Road will be finalized.

Council Priorities Served

Expand infrastructure

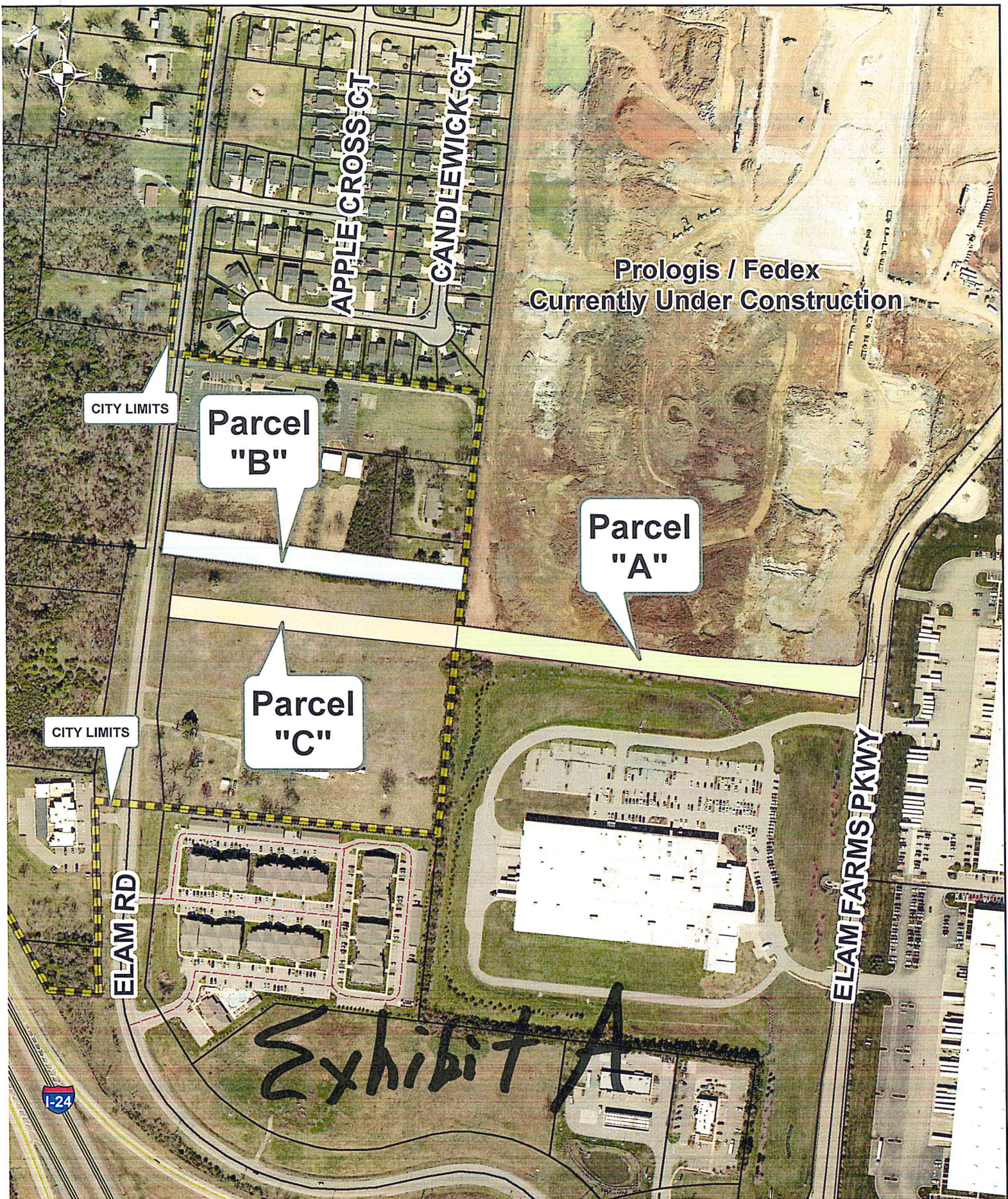
The completion of Distribution Way will provide additional roadway connectivity for a major commercial facility within the City and mitigate congestion on Elam Road and Joe B Jackson Parkway.

Fiscal Impact

Closing costs, estimated at less than \$3,000, will be paid as an unexpended expense from the General Fund.

Attachments

Exhibit A reflecting parcels



Mandatory Referral for Property located along Elam Road and Elam Farms Parkway

0 105 210 420 630 840 Feet

Planning Department
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 3713
www.murfreesborotn.gov

COUNCIL COMMUNICATION

Meeting Date: 11/03/2022

Item Title: FY23 City Manager Approved Budget Amendments

Department: Finance

Presented by: Jennifer Brown, Finance Director

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>

Summary

Notification to Council of City Manager approved budget amendments.

Background Information

Ordinance 15-O-48 requires notification to Council of City Manager approved budget amendments. The following budget amendments have been approved:

Other General Government

For needed maintenance on the Civic Plaza fountain. Move \$5,000 from Unforeseen Contingencies to Civic Plaza Repair & Maintenance - Fountain.

For Civic Plaza fencing. Move \$26,000 from Unforeseen Contingencies to Civic Plaza Other Improvements.

Council Priorities Served

Responsible budgeting

Inter-Fund budget amendments reallocate resources in an efficient manner.

Fiscal Impact

The transfers within the General Funds will have no effect on fund balance.

Attachments

Detailed Inter-Fund Budget Requests



... creating a better quality of life

Inter-Fund Budget Amendment Request

Mr. Tindall,

Submitted for your approval, per Ordinance 15-O-48, is the following budget amendment requesting a transfer within the same fund.

Budget Fiscal Year: 2023

Move funds from:

Move funds to:

Org 10130008
Object 599909
Acct Name Unforeseen Contingencies
Amount \$5,000.00

Org 10315118
Object 526201
Acct Name Repair & Maintenance - Fountain

Explanation: For needed maintenance to the Civic Plaza fountain.

Jennifer Blom
Department Head Signature

9/20/2022
Date

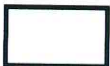
Amanda DeRosia
Reviewed by Finance

09/20/2022
Date

Approved



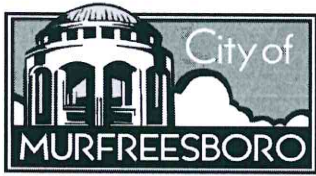
Declined



[Signature]
City Manager

9.21.22
Date

Please return to Amanda DeRosia, Finance & Tax Dept., once all signatures have been obtained.



T E N N E S S E E

... creating a better quality of life

Inter-Fund Budget Amendment Request

Mr. Tindall,

Submitted for your approval, per Ordinance 15-O-48, is the following budget amendment requesting a transfer within the same fund.

Budget Fiscal Year: 2023

Move funds from:

Org 10130008
Object 599909
Acct Name Unforeseen Contingencies
Amount \$26,000.00

Move funds to:

Org 10315119
Object 593900
Acct Name Other Improvements

Explanation: For Civic Plaza fencing.

Jennifer B...
Department Head Signature

9/28/22
Date

Amanda DeRosia
Reviewed by Finance

09/28/2022
Date

Approved



Declined



[Signature]
City Manager

9.28.22
Date

Please return to Amanda DeRosia, Finance & Tax Dept., once all signatures have been obtained.

COUNCIL COMMUNICATION

Meeting Date: 11/03/2022

Item Title: Purchase of Air Cylinders and Harnesses

Department: Fire Rescue

Presented by: Chief Mark McCluskey

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Purchase of air cylinders and harnesses through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program.

Staff Recommendation

Approve the purchase of air cylinders and harnesses through HGAC.

Background Information

MFRD desires to purchase 16 air cylinders and eight harnesses to replace expired cylinders and damaged harnesses. MFRD proposes to purchase this equipment through the HGAC agreement with G&W Diesel/EVS. State law and City Code allows for the use of contracts competitively bid through cooperative purchasing agencies like HGAC.

Council Priorities Served

Maintain public safety

Air cylinders and harnesses are a part of the Self-Contained Breathing Apparatus which are critical pieces of protective equipment for MFRD personnel.

Fiscal Impact

Total expenditure, \$67,204, will be funded by the FY21 CIP Budget.

Attachments

G&W Diesel/EVS Contract and quote

**AGREEMENT BETWEEN
CITY OF MURFREESBORO
AND
G & W DIESEL SERVICE INCORPORATED dba EMERGENCY VEHICLE SPECIALISTS
MIDSOUTH
FOR
3M SCOTT SAFETY AIR-PAK X3 SCBAS AND SNAP CHANGE 60 MINUTE CYLINDERS**

This Agreement is entered into and effective as of the ____ day of _____ 2022 by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **G & W Diesel Services, Inc. dba Emergency Vehicle Specialists**, a corporation of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- The Houston-Galveston Area Council Cooperative Agreement No. EE08-19, effective date August 1, 2019 through July 21, 2023 (hereinafter, HGAC Agreement)
- Contractor's Quote Number 00003866 dated September 28, 2022
- Any properly executed amendments to this Agreement

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority)
- Second, this Agreement
- Third, the Houston-Galveston Area Council Cooperative Agreement No. EE08-19, effective date August 1, 2019, through July 31, 2023 (HGAC Agreement)
- Lastly, Contractor's Quote Number 00003866 dated September 28, 2022

- 1. Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase Eight (8) Air-Pak X3 Pro SCBA (2018 Edition) with Snap Change Cylinder Connection and Sixteen (16) Snap Change 4.5 Carbon Cylinder 60 Min as per descriptions listed on Contractor's Quote Number 00003866 dated September 28, 2022, and the HGAC Agreement.
- 2. Term.** The term of this Agreement shall be from _____ (Effective Date) until July 31, 2023. This Agreement shall not be effective until approved and signed by all required parties.
- 3. Termination.** Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the

right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

4. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Agreement is set forth in the HGAC Agreement and the Contractor's Quote 00003866 which reflects Eight (8) Air-Pak X3 Pro SCBA (2018 Edition) with Snap Change Cylinder Connection and Sixteen (16) Snap Change 4.5 Carbon Cylinder 60 Min as per descriptions listed on Contractor's Quote for **Total Purchase Price of Sixty-Seven Thousand, Two Hundred and Four Dollars and No Cents (\$67,204.00).**
- b. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. Provided goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order, the City agrees to pay Contractor at net 30 days after receiving an invoice. Invoices must bear the purchase order number. Invoices should be sent to accountspayable@murfreesborotn.gov.
- c. Deliveries of all items shall be made within 6-8 weeks of order to: 1311 Jones Boulevard, Murfreesboro, TN 37130. Delivery Contact: Scott Duncan (tel.: (615) 849-2623, email: sduncan@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- d. Deliveries of all items shall be made as stated on Contractor's Proposal. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- e. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received that fail to meet the specifications set forth in either Contractor's Proposal.
- f. All deliveries made pursuant to the Agreement must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the purchase price.

- 5. Warranty.** Contractor agrees to the standard manufacturer's warranty. The warranty period begins on the date the equipment is delivered and accepted by City.

- 6. Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

- 7. Work Product.** Except as otherwise provided herein, all data, documents and materials produced and provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to

books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.

8. **Insurance.** Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement. In addition, Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."
9. **Indemnification.**
 - a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
 - c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - 1) Procure for the City the right to continue using the products or services.
 - 2) Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 - 3) Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not

exercise this option until Contractor and the City have determined that each of the other options are impractical.

- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

10. Notices. Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:

City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

If to the Contractor:

Emergency Vehicle Specialists
Attn: Will Leach
East TN Equipment Sales Manager
892 Kansas Street
Memphis, TN 38106
wleach@gwsevs.com

11. Compliance with Laws. Contractor agrees to comply with any applicable federal, state and local laws and regulations.

12. Maintenance of Records. Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

13. Modification. This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

14. Relationship of the Parties. Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

15. Waiver. No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

16. Employment. Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

17. Non-Discrimination. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

- a. **The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and sub-contractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.**
- b. **The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and sub-contractors to employ and advance in employment qualified protected veterans.**
- c. **The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and sub-contractors to employ and advance in employment qualified individuals with disabilities.**

18. Gratuities and Kickbacks. It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

19. Assignment. The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to

Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

- 20. Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
- 21. Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, epidemic, pandemic, public health crisis, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 22. Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
- 23. Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- 24. Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 25. Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2022 (the "Effective Date").

CITY OF MURFREESBORO, TENNESSEE

By: _____
Shane McFarland, Mayor

**G & W DIESEL SERVICE INCORPORATED
dba EMERGENCY VEHICLE SPECIALISTS
MIDSOUTH**

DocuSigned by:
By: Will Leach
Will Leach, East TN Equipment Sales Manager

APPROVED AS TO FORM:

DocuSigned by:

Adam F. Tucker

Adam F. Tucker, City Attorney



SALES QUOTE

800-233-5053
www.gwevs.com

CONWAY, AR

OLIVE BRANCH, MS

MEMPHIS, TN

NASHVILLE, TN

KNOXVILLE, TN

Quote Number 00003866

Date 9/28/2022

Expiration Date 10/31/2022

Contact Name Scott Duncan

Ship To 1311 Jones Blvd
Murfreesboro, Tennessee 37129
United States

Company Name Murfreesboro Fire Department (TN)

Account Number 3490

Telephone

Bill To 220 Nw Broad Street
Murfreesboro, Tennessee 37130
United States

Salesperson Joe Pennington

Freight Included - See Below

Salesperson Email jopennington@gwevs.com

Quantity	Vendor	Part Number	Description	Unit Price	Total Price
8.00	3M Scott Safety	X8914021005H03	Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change Cylinder Connection, 4.5, Standard Harness with Parachute Buckles, Standard Belt with No Accessory Pouch, E-Z Flo+ Regulator with Continuous Hose, SEMS II Pro HazMat	\$5,988.00	\$47,904.00
16.00	3M Scott Safety	200130-01	Snap Change 4.5 carbon cylinder 60 min	\$1,200.00	\$19,200.00
1.00	HGAC		EE08-19	\$0.00	\$0.00

Quoted By Larry Sanders

Subtotal \$67,104.00

Quoted By Email lsanders@gwevs.com

Freight \$100.00

Tax \$0.00

Total \$67,204.00

COUNCIL COMMUNICATION

Meeting Date: 11/03/2022

Item Title: Contract for Repairs to Patterson Park Community Center Pool

Department: Parks and Recreation

Presented by: Rachel Singer, Assistant Parks Director

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Contract with PurAqua Products, Inc., d/b/a Aqua Management Partners, for work on the Patterson Park Pool.

Staff Recommendation

Approve Contract with Aqua Management Partners.

Background Information

After 20 years of use, the Patterson Park Pool requires rehabilitation of the circulation gutter grating, filtration equalization screens, top grating, valve extensions, handles, and notch plates. The proposed work is standard rehabilitation of a large public pool infrastructure and equipment. Aqua Management Partners is a sole source provider for the components and installation of the replacement parts for the filtration system.

Council Priorities Served

Responsible budgeting

Consistent maintenance of the City's facilities is required to protect the utility of the City's investments for the community's benefit.

Fiscal Impact

The cost of the repairs, \$45,884, is funded by the American Rescue Plan Act (ARPA) funds.

Attachment

Contract with PurAqua Products, Inc.

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
PURAQUA PRODUCTS, INC
FOR PROVISION AND INSTALLATION OF COMPONENTS AND LABOR
FOR PATTERSON PARK INDOOR WATER PARK**

This Contract is entered into and effective as of the _____ day of _____ 2022, by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **PurAqua Products, Inc. d.b.a. Aqua Management Partners, a Limited Liability company of South Carolina** ("Contractor").

This Contract consists of the following documents:

- ***This Contract***
- ***Contractor's Sales Estimate# 1926 dated October 12, 2022 ("Contractor's Estimate")***
- ***Any properly executed amendments to this Agreement***

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- ***First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)***
- ***Second, this Contract***
- ***Finally, Contractor's Estimate***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the equipment and services set forth on Contractor's Estimate which includes replacement of (9) 6" valve and (1) 3" valve extensions, with handles, notch plates, high hats and all related hardware; installation of replacement equalization screens; installation of replacement fiberglass pit grating; installation of replacement HDPE perimeter grating, with stainless steel hardware and clips for Patterson Park Indoor Water Park.
2. **Term.** Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. **Price; Compensation; Method of Payment.**

- f. The price for the goods and services to be provided under this Contract is set forth in the Contractor's Estimate for Materials (Standard) for \$33,483.55 and Installation and Labor for \$12,400.00 as listed, reflecting a **Total Purchase Price of Forty-Five Thousand Eight Hundred Eighty-Three Dollars and Fifty-Five Cents (\$45,883.55)**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. Invoices should be sent to: accounts payable@murfreesborotn.gov.
 - g. Deliveries of all items for the Patterson Park Indoor Water Park shall be made within 90-120 days of issuance of Purchase Order to Attn: Kyle Goss, Facility Supervisor – 521 Mercury Boulevard, Murfreesboro, TN 37130. Contact Person Kyle Goss (tel. 615-895-5040; email: kgoss@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
 - h. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - i. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
 - j. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Warranty.** Unless otherwise specified, every item quoted shall meet the warranty requirements set forth in the specifications and the manufacturer's standard warranty.
5. **Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

c. Copyright, Trademark, Service Mark, or Patent Infringement.

- i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
- ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 1. Procure for the City the right to continue using the products or services.
 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

6. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand-delivered to the following:

If to the City of Murfreesboro:

City of Murfreesboro
Attn: City Manager
Post Office Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139

If to the Contractor:

Aqua Management Partners
Attn: Krystal Russell
1880 Langston Street
Rock Hill, SC 29730
contact@aquamanagementpartners.com

7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of five (5) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
 - a) **The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.**
 - b) **The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by**

covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

c) **The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

15. **Title VI of the Civil Rights Act of 1964, as amended.** Contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
16. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
17. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder
18. **Integration.** This Contract, Sales Quotations, and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
19. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, epidemic, pandemic or other cause of similar or dissimilar nature beyond its control.
20. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

21. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
22. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
23. **SAMS.gov Registration and UEI #.** All vendors are required to be registered with SAMS.gov and supply their Unique Entity ID (UEI).
24. **Debarment and Suspension.**
 - a) The City certifies, to the best of its knowledge and belief, that the Selected Contractor:
 - i. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - ii. has not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - iii. is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - iv. has not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
 - b) The City will provide immediate written notice to the U.S. Department of Treasury or granting authority, if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, the Selected Contractor is excluded or disqualified, or presently falls under any of the prohibitions of sections i-iv.
 - c) The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
 - i. Debarred from participation in any federally assisted Award;
 - ii. Suspended from participation in any federally assisted Award;
 - iii. Proposed for debarment from participation in any federally assisted Award;
 - iv. Declared ineligible to participate in any federally assisted Award;
 - v. Voluntarily excluded from participation in any federally assisted Award; or
 - vi. Disqualified from participation in any federally assisted Award.
 - vii. By signing this Agreement, Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or

debarment. The Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the period of the awarded Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

25. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

26. **Lobbying Certification. (4220.1F.IV.2.a.(4); 49 CFR Part 20).**

- a) Contractors that apply or bid for an award exceeding \$100,000 must file the lobbying certification before the awarding of the contract, and if applicable, a lobbying disclosure from a prospective third party contractor. See, DOT regulations, “New Restrictions on Lobbying” 49 CFR Part 20, modified as necessary by 31 U.S.C. Section 1352, which implement the Byrd “Anti-Lobbying” Amendment, 31 U.S.C. Section 1352. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- b) The Contractor certifies, to the best of its knowledge and belief, that:
 - i. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Promisor shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- c) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

27. **Domestic Preferences for Procurements.** (2 CFR 200.322)

- a) As appropriate and to the extent consistent with law, the Contractor, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b) For purposes of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

28. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

29. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

30. **Insurance.** The Contractor must maintain and provide proof of commercial general liability insurance for bodily injury and property damage (minimum \$1,000,000) and workers’ compensation insurance as required by the State of Tennessee. Contractor must notify City if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.

31. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2022 (the “Effective Date”).

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

Aqua Management Partners

DocuSigned by:
By: Krystal Russell
Krystal Russell, Inside Operations Coordinator

APPROVED AS TO FORM:

DocuSigned by:

Adam F. Tucker

Adam F. Tucker, City Attorney



October 12, 2022

To Whom It May Concern:

This letter is to confirm that PurAqua Products, Inc. DBA Aqua Management Partners is the sole approved installer for components solely manufactured by our sister-company Paddock Pool Equipment Company (PPEC), both based out of Rock Hill, SC.

The Paddock Compak VSC-30 filter, and related components, as well as the grating for both the filter top and pool perimeter grating currently in place at Patterson Park pool, can only be provided and installed by the Paddock family of companies. There are no other companies that offer compatible components, and the installation of any non-approved replacement parts by a non-authorized installer could affect the overall integrity and functionality of the entire filtration system.

Paddock Compak VSC 30 equalization screens

Paddock Compak VSC 30 top grating, fiberglass; custom-cut

Paddock Compak valve extensions, handles, notch plates; custom-cut for retrofitted Semi-Automatic to Manual filters

Paddock HDPE grating; custom-cut for I-Bar grating replacement; radii included

The above listed parts are to be provided exclusively by PPEC, and installed by PurAqua Products, Inc. DBA Aqua Management Partners in order to maintain the quality and intended functionality of the facility's filtration and circulation systems, including but not limited to the vac sand filter, surrounding plumbing and return lines, and perimeter and filter grating.

If you have any questions or concerns regarding this sole source letter, please don't hesitate to reach out.

Sincerely,

A handwritten signature in blue ink that reads 'Krystal Russell'.

Krystal Russell, *Inside Operations Coordinator*

Aqua Management Partners

O: (803) 372-5998

C: (803) 984-9084

krystal@puraquaproducts.com



1880 Langston Street
Rock Hill, SC 29730
(803) 980-4267 / (803) 980-7100
contact@aquamanagementpartners.com

Estimate

ESTIMATE#

1926

DATE

10/12/2022

PO#

CUSTOMER

City of Murfreesboro
Kyle Goss
111 West Vine Street,
Murfreesboro TN 37130
(615) 895-5040

SERVICE LOCATION

City of Murfreesboro
Kyle Goss
111 West Vine Street,
Murfreesboro TN 37130
(615) 895-5040
kgoss@murfreesborotn.gov

DESCRIPTION

Pricing for provision and installation of components and labor for servicing of existing Paddock Manual Compak VSC-30 sand filter, and pool perimeter grating, at address below. Scope of Work includes replacement of (9) 6" valve and (1) 3" valve extensions, with handles, notch plates, high hats and all related hardware; installation of replacement equalization screens; installation of replacement fiberglass pit grating; installation of replacement HDPE perimeter grating, with stainless steel hardware and clips.

FACILITY ADDRESS:
Patterson Park Indoor Water Park
521 Mercury Boulevard
Murfreesboro, TN 37130

Estimate

Description	Qty	Rate	Total
Materials (Standard) per Scope of Work	1.00	33,483.55	33,483.55
Installation and Labor (Standard) per Scope of Work	1.00	12,400.00	12,400.00

CUSTOMER MESSAGE

Thank you for the opportunity to provide an estimate for parts or service; we look forward to working with you on your project!

Valid for 30 days from date noted above.

Estimate subject to change in the event of pre-existing conditions or expedited deadline.

If tax exempt, please submit exemption certificate to contact@aquamanagementpartners.com.

Visa, Mastercard, and American Express accepted for additional 3% processing fee.

Estimate Total:
\$45,883.55

PRE-WORK SIGNATURE

Signed By:

COUNCIL COMMUNICATION

Meeting Date: 11/03/2022

Item Title: Amended Joint Use Agreement with Consolidated Utility District for 700Mhz Digital Radio System Tower Site

Department: Police

Presented by: Bill Terry

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Amended Joint Use agreement with Consolidated Utility District (CUD) for a tower site on the east side to complete the 700Mhz Digital Trunked Radio System.

Staff Recommendation

Approve the Amended Joint Use Agreement with CUD.

Background Information

In 2017, Council approved the purchase of the 700Mhz digital radio system. Currently, the City has four tower sites operational. In November 2020, the CUD agreed agrees to allow the City to build a fifth tower on their property to complete city-wide coverage and joint operation capabilities for both the City and CUD.

Council has also previously approved the contract for installation of the tower, which has been delivered and is ready for installation. However, due to delays in obtaining approvals from the FAA and FCC, the City must renew its application for approval of the site plan by CUD. The Amended and restated agreement will initiate the project. The amended agreement requires the City to install a fence around the site and a gravel access drive to the tower. The cost of these additions is approximately \$34,425, which is accommodated by the project budget.

Council Priorities Served

Maintain public safety

The enhanced radio system allows expands service to Public Safety departments and will allow for other City Departments to use the system for enhanced operability in emergency situations.

Fiscal Impact

The current project cost of \$633,838 is funded by the FY18 CIP Budget.

Attachments

Joint Use Agreement Regarding Tower Site for the 700Mhz Radio System

**AMENDED AND RESTATED
SITE ACCESS, EASEMENT, AND JOINT USE AGREEMENT
CONSOLIDATED UTILITY DISTRICT AND CITY OF MURFREESBORO**

This Amended and Restated Site Access and Joint Use Agreement ("Agreement") is between the Consolidated Utility District of Rutherford County, a body politic ("CUD"), and the City of Murfreesboro, a municipality in Rutherford County, Tennessee ("City"). This amends and supersedes the site access, easement and Joint Access Agreement executed between the parties signed by CUD on July 28, 2020 and by the City on November 5, 2020.

WHEREAS the following facts exist:

A. CUD owns a site containing approximately 20 acres (the "Site") located North of Halls Hill Pike in Rutherford County, outside the City Limits of the City, upon which a water storage tank is located. The Site contains currently unused space upon which a communications tower ("Com Tower") could be erected. CUD accesses the Site, in part, via a private ingress / egress easement, which easement grants CUD the right to allow other government entities to also utilize the easement.

B. The City is establishing a system of Com Towers primarily for use by public safety and emergency services agencies. A Com Tower at the Site is highly desirable to provide communications coverage for the Eastern portion of the City and surrounding area.

C. CUD has a current need for additional communications capabilities in the Eastern portion of the City, and in other areas where the City has placed Com Towers.

NOW, THEREFORE, for good and valuable mutual considerations, including but not limited to the benefits to flow to both parties and to the citizens of Murfreesboro and Rutherford County, the receipt and sufficiency of which is hereby irrevocably acknowledged and confirmed, CUD and the City agree as follows:

1. CUD hereby grants to the City a 60 foot by 75 foot easement substantially as shown on the attached Exhibit A (the "Tower Site") for constructing, maintaining, and operating a Com Tower. The City agrees to design and construct the tower as a self-collapsing tower. CUD also grants to the City a right of access to the Tower Site and an easement for the installation of electric service, including associated poles, and

fiber optic or other communications cables and related equipment necessary for the operation of the Com Tower along, across and through the area substantially as shown on Exhibit A. The City and its contractors shall have access to the Site and the Tower Site for preparation of surveys, site plans and other such efforts as may be necessary to prepare for utilization of the Tower Site.

The City agrees to construct the Tower and improvements in accordance with the attached Exhibit A. Prior to beginning assembly and installation of the Tower, City agrees to constructing the twelve (12) foot wide gravel access driveway and gate as shown on Exhibit A.

2. CUD hereby grants to the City the right to utilize the above mentioned private ingress / egress easement to access the Site.

3. The City shall be solely responsible for all costs of:

a. Constructing, maintaining, and operating the Com Tower, including all permitting necessary for such construction and operation and any security fencing that may be required.

b. Constructing and maintaining an access way from the existing CUD driveway to the Tower Site and the Gravel Drive substantially shown on Exhibit A.

c. Installation and maintenance of electric service and fiber optic or other communications cables and related equipment necessary for the operation of the Com Tower.

d. Within ninety (90) days after the completion of construction of the Tower, the City will install a new, permanent chain-link fence as shown on Exhibit A.

e. Within thirty (30) days after completion of the new, permanent chain-link fence, the City will provide an "as built" drawing that includes the location of electric/fiber lines installed by the City, whether above or below ground.

f. The City shall be responsible for all repairs to the Site and to the driveway over CUD's private ingress / egress easement and to any other property of CUD from damage or injury caused by the City's construction, maintenance, or operation of the City's Com Power.

4. CUD will provide the City with access to the Site for construction as well as for continued maintenance and operation of the Tower Site.

5. Subject to space availability, which the City expects to have, and to an installation that does not interfere with the City's public safety and emergency services facilities, CUD may install antennas and related communications equipment and facilities for CUD's communications on the Com Tower at the Tower Site and on the other four Com Towers already installed by the City in other locations. CUD shall be solely responsible for the cost of installation of its antennas and related communications equipment. The City shall be solely responsible to provide electric service and electric service backup through a back-up generator for CUD's installed equipment.

6. The City will install a conduit and pull box, both provided by CUD, for CUD's potential future access to fiber at the Tower. CUD will be responsible for establishing a service contract with the fiber provider.

7. CUD and the City will cooperate in scheduling and all other aspects of their joint use of the Site and CUD's private ingress / egress easement to accomplish the intended results of this Agreement.

8. This Agreement and the rights and obligations contained herein shall continue for so long as Com Tower remains in active use by the City or any successor. The City, for itself and any successor, agrees that if use of the Com Tower is discontinued, it will, at its sole cost, remove the Com Tower and all related equipment and material from the Site.

9. This Agreement is not assignable by any party without the written agreement of both parties.

10. This Agreement represents the entire agreement of the parties with respect to the subject matter and may not be modified or amended except by an agreement in writing signed by both parties. This Agreement shall be effective upon execution by the last party to sign.

11. Unless extended in writing by both CUD and the City, this Agreement shall terminate if the final site plan and construction plans from the City have not been approved by CUD by December 31, 2022.

CITY OF MURFREESBORO

Attest:

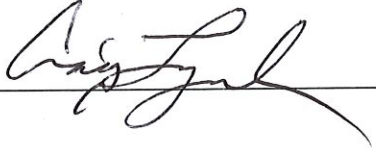
Jennifer Brown, City Recorder

by _____
Shane McFarland, Mayor
date _____


Approved as to form:

Craig D. Tindall, City Attorney

Attest:



CONSOLIDATED UTILITY DISTRICT

by 
Carter Woodruff, Chairman
date 10-25-22

Approved as to form:

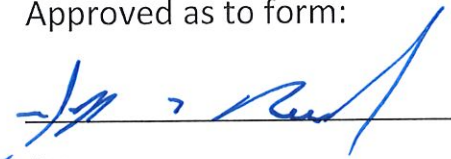
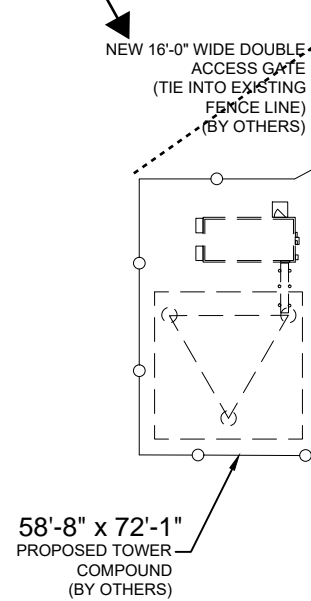

Attorney

EXHIBIT A

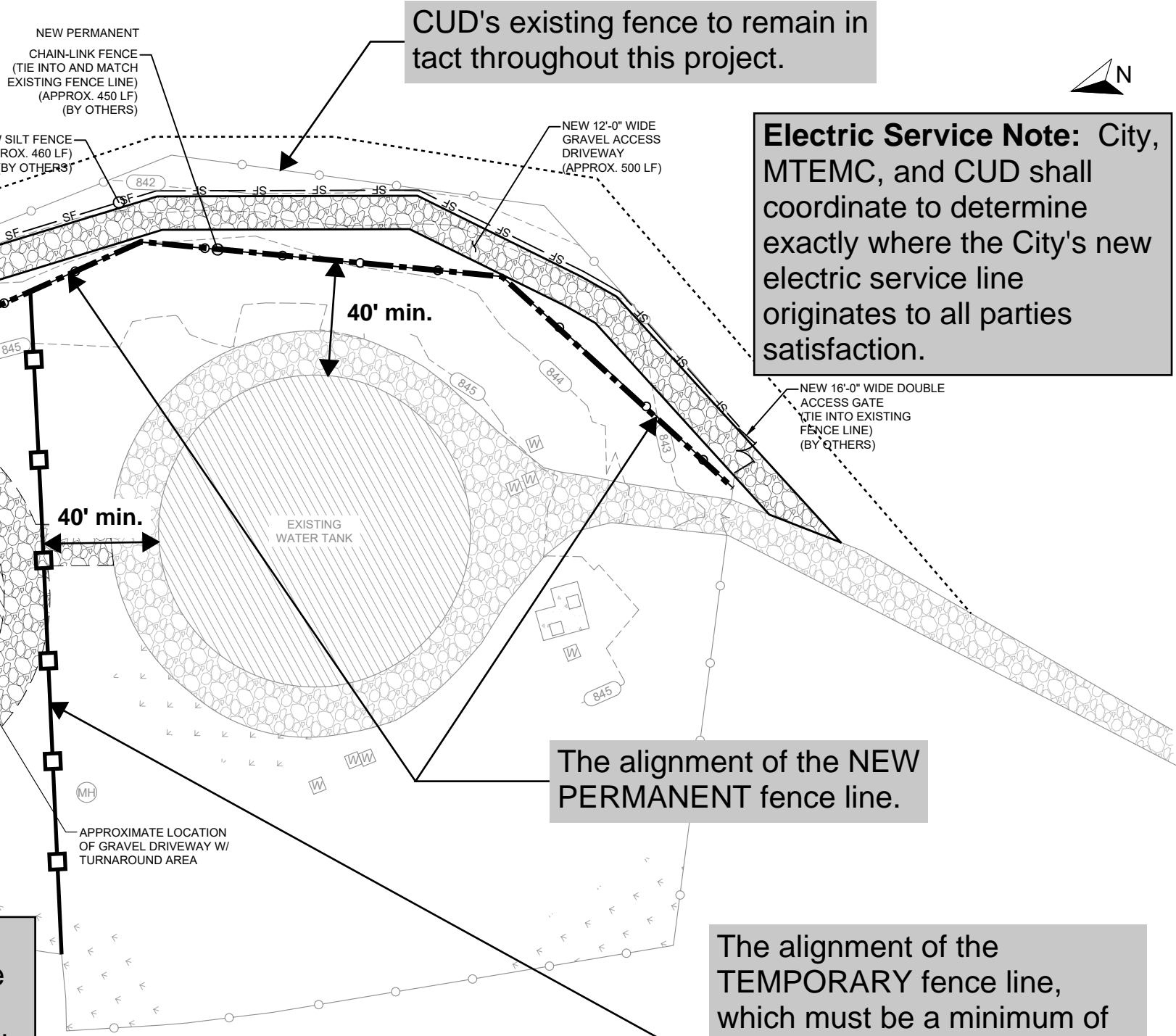
DRAWING SHOWING EASEMENT AREA, PERMANENT AND TEMPORARY FENCING
REQUIREMENTS, AND CONSTRUCTION SEQUENCE REQUIREMENTS

40' wide (or less if restricted by CUD's property line) easement for right of access, electric service, fiber optic line(s), and other communications cables and related equipment necessary for the operation of the Com Tower.

THIS GATE IS NOT REQUIRED BY CUD.



- Construction Sequence Notes:**
1. Survey & stake the alignment of the PORTION of the NEW PERMANENT fence line that is south of the TEMPORARY fence line & get acceptance from CUD via email.
 2. Construct the 12' wide gravel access driveway and TEMPORARY fence.
 3. Continue to receive Com Tower materials, construct the Com Tower and install its electric service.
 4. Survey and stake the alignment of the remaining portion of the NEW PERMANENT fence line and get acceptance from CUD via email.
 5. Construct the reminder of the NEW PERMANET fence within 90 days of completion of the Com Tower.



LEGEND	
---	EXISTING CONTOUR LINE
---	NEW SILT FENCE
---	NEW CHAIN LINK FENCE
---	EXISTING CHAIN LINK FENCE

FOR INFORMATION ONLY

3/9/22

MURFREESBORO, TN

MOTOROLA SOLUTIONS

ENERTECH
an ONTIVITY company

SET ISSUED FOR EXHIBIT DATE 03/09/22

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF DALE B. SHUMAKER, P.E. (TX # 86380) ON 03/9/22. IT IS NOT TO BE USED FOR CONSTRUCTION OR PERMITTING PURPOSES.

DRAWN BY	REVIEWED BY
FBU	DBS

NEW DETAILED SITE PLAN

EXHIBIT A

COUNCIL COMMUNICATION

Meeting Date: 11/3/2022

Item Title: Transit Agency Safety Plan - Update
Department: Transportation (Murfreesboro Transit)
Presented by: Russ Brashear, Assistant Transportation Director
Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Federal Transit Administration requirement for transit systems receiving federal funds to update Transit Agency Safety Plan.

Staff Recommendation

Approve updated plan.

Background Information

The FTA ensures that federally funded transit programs provide a safe environment for both the patrons and employees by reviewing agency safety plans, including identifying risks, mitigation procedures, and reporting mechanisms. The City originally participated in a state-developed safety plan along with several other transit agencies across the State, however the Bipartisan Infrastructure Law no longer allows State Sponsored plans and additionally requires agencies to address strategies to minimize the exposure of the public, personnel, and property to hazards and unsafe conditions consistent with guidelines of the Centers for Disease Control and Prevention or a State health authority.

Part of the requirement is stake holder agreement and approval of the plan which includes the City Council.

Council Priorities Served

Maintain Public Safety

Implementation of this plan enhances the safety of the public utilizing the City's transit system through identification and mitigation of safety risks.

Fiscal Impact

No additional funding is anticipated for implementation the plan.

Attachments

City of Murfreesboro Agency Safety Plan

City of Murfreesboro



Agency Safety Plan (ASP)

November 2022

Revision History

Date	Revision	Description of Revision
TBD	0	Initial draft issuance
20200608	1	Post agency assessments changes complete...2020 Performance Targets updates complete
06/27/2022		Revision request by FTA for compliance. Pandemic/infectious diseases response plan.

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The mission of the Tennessee Department of Transportation (TDOT) is to provide a safe and reliable transportation system for people, goods and services that supports economic prosperity in Tennessee. TDOT's Office of Public Transportation carries out this mission by providing both financial and technical assistance to transit agencies and projects in the state. This joint Agency Safety Plan (ASP) is the result of a collaborative effort between TDOT and the participating Tennessee public transportation agencies that opted in for coverage under the joint plan instead of writing their own ASP.

- City of Murfreesboro Transportation Department

TDOT certifies that this ASP meets the requirements of 49 CFR Part 673 and that all agencies covered under this joint ASP will have completed any remaining documentation required by the City of Murfreesboro not later than the July 20, 2020, the federal deadline for Public Transportation Agency Safety Plan certification. TDOT will continue to support the participating agencies as they work beyond the ASP deadline to continue maturing SMS throughout their organizations.

Suzanne Carlson

TDOT Multimodal Director

June 8, 2020

Under the Rules of the Infrastructure Law the State is no longer allowed to develop and maintain group Agency Safety Plans. This Plan, originally developed by both the Tennessee Department of Transportation and the City of Murfreesboro has been edited to conform to the new rules and incorporate how Murfreesboro Transit will address Pandemic and Infectious diseases.

Russ Brashear

Asst. Transportation Director

September 26, 2022

1. Safety Management System Overview

1.1. SMS Introduction

Safety Management Systems (SMS) is a formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of safety risk mitigation. SMS includes systematic and proactive procedures, practices, and policies for managing risks and hazards. By bringing employees together from all levels of the agency to manage risk, SMS helps agencies detect and address safety problems earlier, share and analyze data more effectively, and measure safety performance more precisely.

Four main components make up SMS:

- **Safety Management Policy** (Section 2) is a transit agency's documented commitment to safety. The policy defines the transit agency's safety objectives and the safety accountabilities and responsibilities of its employees.
- **Safety Risk Management** (Section 3) is the process for identifying hazards and analyzing, assessing, and mitigating safety risk.
- **Safety Assurance** (Section 4) is the processes that ensures the implementation and effectiveness of safety risk mitigation and ensures that the agency meets or exceeds its safety objectives through the collection, analysis, and assessment of safety data.
- **Safety Promotion** (Section 5) is a combination of safety training and communication applied to the agency's transportation system to support SMS.

Refer to Appendix A for Definitions of terms used in this plan and refer to Appendix B for Acronyms and Abbreviations used in this plan.

1.1.1. Goal

The overarching goal of this ASP is to enhance all aspects of safety within Murfreesboro Transit by guiding effective and proactive management of safety risks in their systems and prioritizing capital investments using performance-based planning.

1.1.2. Objective

The objective of this ASP is to establish processes and procedures to support the implementation of SMS that meets Federal Transit Administration (FTA)-mandated requirements under the PTASP Final Rule (49 CFR Part 673).

1.1.3. Purpose

This ASP formalizes the SMS principles and strategies for demonstrating Safety Management Policy, Safety Risk Management, Safety Assurance and Safety Promotion through all operation and maintenance activities. The ASP defines the process for identifying, evaluating, and resolving hazards associated with operations of a bus system involved in revenue service. This process helps achieve the highest practical level of operational safety for the riding public, employees, and anyone encountering the System.

1.2. Applicability and Scope

Recipients and sub-recipients of FTA Urbanized Area Formula Grant Program funds under 49 U.S.C. § 5307 are required to comply with the PTASP Final Rule¹. TDOT sponsored the original

¹ FTA deferred the applicability of the PTASP requirements for small operators who receive funds through FTA's Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program under 49 U.S.C. § 5310 and for Formula Grants for Rural Areas Program under 49 U.S.C. § 5311.

ASP for sub-recipient agencies to opt in for coverage under it or to opt out and develop their own ASP. Murfreesboro Transit participated in the TDOT sponsored ASP and is now sponsoring and updating its own plan.

This ASP meets all the requirements under 49 CFR part 673 and encompasses the equipment, facilities, plans, procedures, operation and maintenance as they relate to a bus system. The ASP is scaled to the size, scope, and complexity Murfreesboro Transit.

1.3. ASP Review and Updates

The ASP will be reviewed at least annually and updated as necessary to ensure that it remains current and consistent with FTA guidance and industry best practice. The ASP will also be updated as necessary following any ASP audit to ensure the SMS remains current and applicable.

2. Safety Management Policy

2.1. ASP Safety Management Policy Statement

Murfreesboro Transit recognizes management of safety as a core agency function and is dedicated to planning, designing, constructing, operating, and maintaining transportation systems that optimize the safety of passengers, employees, consultants, contractors, emergency responders, and the public.

Accountability for safety begins with the Accountable Executive and permeates all levels of employees. The following safety objectives reflect the agencies' overarching safety goals and demonstrate commitment to establishing, implementing, and continually improving Safety Management Systems (SMS):

- Integrate safety management into the primary responsibilities of all employees.
- Support safety management through the allocation of resources and promotion of a safety culture that facilitates safe practices and effective employee safety reporting and communication.
- Define roles and responsibilities for all employees that contribute to safety performance and SMS.
- Implement risk-based hazard management consistent with risk acceptance levels.
- Operate an employee safety reporting program that ensures no action will be taken against any employee who discloses a safety concern unless disclosure indicates beyond reasonable doubt an illegal act, gross negligence, or a deliberate disregard of regulations or procedures.
- Comply with or exceed legislative and regulatory requirements and industry standards.
- Ensure systems and services that support operations meet or exceed agency safety standards.
- Provide safety information and training to ensure all employees are competent in safety management for tasks allocated to them.
- Establish and measure safety performance against data-driven safety performance targets; and
- Continually improve safety performance and implementation of SMS.

By applying SMS as outlined above and detailed in this ASP, Murfreesboro Transit is committed to making safety the top priority.

2.2. Safety Accountabilities and Responsibilities

Under SMS, identified positions have specific responsibilities under SMS. Refer to the chart on Figure 1 for a matrix that names the specific agency position(s) and committee(s) responsible for each role described below.

The matrix below names the positions at the City of Murfreesboro responsible for the safety roles and responsibilities described in Section 2.2 of this ASP.

Figure 1

City of Murfreesboro Roles & Responsibility	Jim Kerr Transportation Director	Lisa Lugos Safety Officer	Russ Brashear Asst. Trans. Director	Timothy Martin Operations Manager	Billy Ward Supervisor	Richard Hinton Supervisor	Ellen Bourg Administrative Support
Accountable Executive (AE)	P	S	S	S	N	N	N
Chief Safety Officer (CSO) (SMS Implementation)	R	P	S	S	S	S	S
Safety Management Policy	R	R	A/O	P	S	S	S
Safety Risk Management (Hazard ID/Mitigation)	N	S	P	S	S	S	S
Safety Assurance (Audits/Inspections)	N	S	S	O	P	P	S
Safety Promotion (Communication/Training)	N	R	A	O	P	P	N
Hazard Identification & Safety Risk Assessment	N	R	A	O	P	P	S
Safety Reporting & Follow-up	N	R	S	O	P	P	S
Safety Performance Targets & Measurement	N	S	S	P	S	S	S
Accident Investigation	N	R	R	O	P	P	S

KEY

A	Approval
O	Oversight
P	Primary
S	Secondary/Support
R	Review/Comment
N	Not Applicable/No Significant Role

2.2.1. Accountable Executive

The Accountable Executive is a single, identifiable person who has ultimate responsibility and accountability for implementing and maintaining the agency's SMS and ASP. This is the same person responsible for carrying out the agency's Transit Asset Management (TAM) Plan. The Accountable Executive has control or direction over the human and capital resources needed to develop and maintain both the agency's ASP and TAM Plan. The Accountable Executive is also responsible for ensuring action is taken, as necessary, to address substandard performance in the agency's SMS. This individual is the primary decision-maker who is ultimately responsible for both safety and TAM.

2.2.2. Chief Safety Officer (or SMS Executive)

The Chief Safety Officer, or SMS Executive, can also be Accountable Executive. This person will have adequate training to take responsibility for safety and act as the SMS Executive. The Chief Safety Officer has the authority and responsibility for day-to-day implementation and operation of the agency's SMS and must have a direct line of reporting to their Accountable Executive. Participating Agencies may designate a Chief Safety Officer who serves in other operational or maintenance capacities².

2.2.3. All Employees

In addition to the Accountable Executive and/or Chief Safety Officer, each transit agency has identified those with authority and responsibility for day-to-day implementation and operation of the agency's SMS.

All agency employees are responsible for safety. Each employee is required to work safely, correct unsafe behavior, identify and report safety hazards, and abstain from performing any task that the person feels could injure themselves or others.

2.2.4. Safety Committee(s)

Some agencies have safety committees and others incorporate safety into other activities to ensure that the system is operated and maintained in a safe manner. The Safety Committee can support SMS by informing and assuring agency management of safety issues affecting the agency and addressing safety issues assigned to it by the agency's executive management.

2.3. Integration with Public Safety and Emergency Management

There are internal and external programs that may affect safety management.

2.4. Safety Performance Targets

Murfreesboro Transit has established targets that represent a quantifiable, measurable safety performance or condition. The Murfreesboro Transit will regularly monitor the performance of the system to ensure it is meeting the targets and improving safety outcomes. At least annually, when reviewing and updating the ASP, Murfreesboro Transit will evaluate their safety performance to determine whether they should change their safety performance targets. Safety performance targets are categorized below by safety performance measures:

- **Performance Measure: Fatalities** – Total number of reportable³ fatalities and rate per total unlinked passenger trips, by mode.
- **Performance Measure: Injuries** – Total number of reportable injuries and rate per total unlinked passenger trips, by mode.
- **Performance Measure: Safety Events** – Total number of reportable events and rate per total vehicle miles, by mode.
- **Performance Measure: System Reliability** – Mean distance between failures, by mode.

² A Chief Safety Officer may only serve in other operational or maintenance capacities if they are employed by a transit agency that is a small public transportation provider as defined CFR Part 673, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

³ The thresholds for "reportable" fatalities, injuries, and events are defined in the National Transit Database Safety and Security Reporting Manual, available at <https://www.transit.dot.gov/ntd/2019-ntd-safety-and-security-policy-manual>.

Safety Performance Targets for 2022

2021 Annual Vehicle Revenue Miles: 228,777

Number of Fatalities	Rate of Fatalities per 100K VRM	Number of Injuries	Rate of Injuries Per 100K VRM	Number of Safety Events	Rate of Safety Events Per 100k VRM	Total Major Mechanical Failures	Miles between Major Mechanical Failures
0	0	2	0.87	2	0.87	5	45,755

2.5. SMS Documentation and Records

Murfreesboro Transit will maintain documents set forth in this ASP, including those related to the implementation of its SMS and result from SMS processes and activities. Murfreesboro Transit will maintain documents that are included in whole, or by reference, that describe the programs, policies, and procedures that the agency uses to carry out its ASP. These documents will be made available upon request by the FTA or other federal entity. Murfreesboro Transit will maintain these documents for a minimum of three years after they are created.

2.6. Employee Safety Reporting

Murfreesboro Transit will establish and implement an employee safety reporting program that allows employees and contractors to report safety conditions or hazards to senior management, which describes the protections for employees who report safety conditions or hazards, and which describes employee behaviors that may result in disciplinary action.

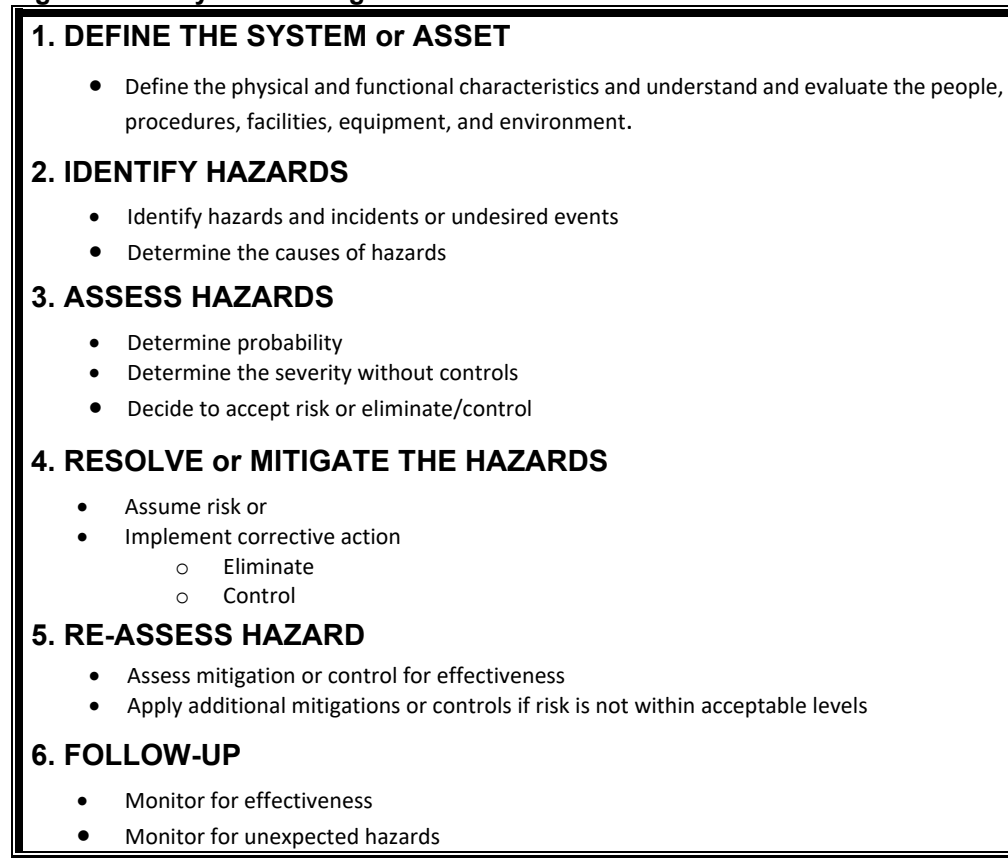
2.6.1. Reporting Feedback Line

Murfreesboro Transit employee have access to a city-wide feedback line called the [Ethical Advocate](#) where safety concerns and incidents may reported. The employee has the option to report anonymously, however follow-up to that specific employee would not be possible without revealing their identity.

3. Safety Risk Management

3.1. Introduction

This chapter provides detail on Safety Risk Management (SRM). SRM includes the activities that a public transportation agency undertakes to control the probability or severity of the potential consequence of hazards. Major SRM sub-components include Hazard Identification and Analysis and Safety Risk Evaluation and Mitigation. Figure 1 below summarizes the six basic steps of SRM.

Figure 1. Safety Risk Management Process

3.2. Hazard Identification and Analysis

The first step in a hazard analysis is defining the systems and sub-systems subject to hazards, followed by identifying specific physical and procedural hazards related to the identified systems and subsystems.

3.2.1. System Description

Agency	Number of Fixed Route Bus Vehicles	Number of Paratransit Vehicles	Number of routes	Annual Vehicle Revenue Miles	Annual Unlinked Trips
City of Murfreesboro Transportation Department	9		7	236,422 (2021)	100,791 (2021)

City of Murfreesboro Transportation Department

The City of Murfreesboro Transportation Department is responsible for the administration and operation of public transportation service (Murfreesboro Transit) within the City of Murfreesboro. The Transit system operates seven buses over six fixed routes of service from 6am through 6pm Monday through Friday and 9am to 4:30pm Saturday that serve designated bus stops and limited Flag Stop capability. Transit service operations also include demand-response paratransit service as required by ADA and the FTA.

3.2.2. Identifying Hazards

A safety hazard is:

- Any real or potential condition that can cause personal injury or death or damage to or loss of equipment or property,
- A condition that may be a prerequisite to an accident, or
- Is a situation that has the potential to do harm.

Hazards are identified through a variety of sources, including those listed below. In addition, SMS enables every employee to identify hazards through Safety Promotion efforts and non-punitive hazard reporting, described further in Section 5.

- FTA's *Hazard Analysis Guideline for Transit Projects* (January 2000)
- Accident/incident data and experience
- Accident/incident data from other bus systems with similar characteristics
- Hazard scenarios
- Applicable industry standards
- Field assessments and surveys
- Project-specific design data and drawings, reviews, testing, and start-up activities

The following tools and techniques may be used for hazard identification and analysis:

- Preliminary Hazard Analysis (PHA)
- Operational Hazard Assessment (OHA)
- Accident/Incident Analysis
- Job Hazard Analysis (JHA)

3.3. Safety Risk Evaluation

After identifying system-specific hazards, SRM assesses safety risk by first identifying the potential to do harm in the system and then analyzing options to mitigate the hazard to an acceptable level. The process seeks to identify and define as many hazardous conditions as possible and initiate the safety risk mitigation process before those conditions or associated activities cause an accident.

3.3.1. Analyzing Risk

The methodology for analyzing safety risk has two elements: evaluating hazard severity and evaluating hazard probability. The US Department of Defense's *Standard Practice for System Safety, MIL-STD-882E*, establishes system safety criteria guidelines for determining hazard severity and probability. This ASP adapts the MIL-STD-882E Risk Assessment and Hazard Risk Index matrixes to the transit environment for use in the Participating Agencies' safety risk assessment process.

3.3.1.1. Determining Severity

Hazards are rated in terms of their effect on transit customers, employees, the public, and the operating system. Hazard severity is a subjective measure of the worst credible case consequence that results from design inadequacies, component failure or malfunction, human error, environmental conditions, or operating or maintenance practice, and procedure deficiencies. The ratings are illustrated in Figure 2. The categorization of hazards is consistent with risk-based criteria for severity and reflects the principle that not all hazards pose an equal amount of risk.

Figure 2. Hazard Severity Definition

SEVERITY	CHARACTERISTICS			
	People	Equipment/Services	Financial	Reputational
Catastrophic 1	Several deaths and/or numerous severe injuries (<i>Per event</i>)	Total loss of equipment or system interruption, requiring months to repair	Estimated loss from the incident more than \$500,000	Ongoing media coverage, irreparable reputational damage, government intervention (Weeks – months)
Critical 2	Low number of deaths and/or serious injury* (<i>Per event</i>)	Significant loss of equipment or system interruption, requiring weeks to repair	Estimated loss from the incident more than \$100,000-\$499,999	Prolonged media campaign, serious reputational damage, sustained government involvement (Days - weeks)
Moderate 3	Minor injury and possible serious injury (<i>Per event</i>)	Some loss of equipment or system interruption, requiring seven or less days to repair	Estimated loss from the incident more than \$10,000-\$99,999	Adverse media coverage, reputational damage, government involvement
Minor 4	Possible minor injury (<i>Per event</i>)	Some loss of equipment, no system interruption, less than 24 hours to repair	Estimated loss from the incident more than \$1,000-\$9,999	Local media coverage and some reputational damage
Insignificant 5	No injury	Minor damage to equipment no system interruption, no immediate repair necessary	Estimated loss from the incident is likely less than \$1,000	No adverse media coverage or reputational damage

*Per 49 CFR 673, serious injury: 1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received; 2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); 3) Causes severe hemorrhages, nerve, muscle, or tendon damage; 4) Involves any internal organ; or 5) Involves second or third-degree burns, or any burns affecting more than 5 percent of the body surface.

3.3.1.2. Determining Probability

The probability that a hazard will occur during the planned life expectancy of the system element, sub-system or component is described qualitatively, in potential occurrences per unit of time, events, population, items, or activity. A qualitative hazard probability is derived from research, analysis, evaluation of safety data from the operating experience of the agency or historical safety data from similar bus systems, and from expert opinion. Figure 3 summarized the hazard probability categories.

Figure 3. Hazard Probability Categories

PROBABILITY LEVEL	SPECIFIC INDIVIDUAL ITEM	FLEET OR INVENTORY	FREQUENCY
Frequent A	Likely to occur frequently in the life of a system	Continuously experienced	> 1 event / month
Probable B	Will occur often in the life of a system	Will occur frequently in the system	> 1 event / year
Occasional C	Likely to occur sometime in the life of an item	Will occur several times	> 1 event / 10 years
Remote D	Unlikely, but possible to occur in the life of an item	Unlikely, but can be expected to occur	> 1 event / 20 years
Improbable E	So unlikely, it can be assumed occurrence may not be expected	Unlikely to occur, but possible	> 1 event / 30 years

3.3.2. Assessing Risk

Together, hazard severity and probability measure a hazard's magnitude and priority for applying the control measures. Hazards are then examined, qualified, addressed, and resolved based on the severity of a potential outcome and the likelihood that such an outcome will occur. The value derived by considering a hazard's severity and probability is the Hazard Risk Index. The resulting risk index is a measure of the acceptability or undesirability of the hazard and is applied to the Risk Assessment Index.

Assignment of a Hazard Risk Index enables agency management to properly understand the amount of risk involved by accepting the hazard relative to what it would cost (schedule, dollars, operations, etc.) to reduce the hazard to an acceptable level.

Figure 4 identifies the Hazard Risk Index based upon hazard severity and probability and outlines the criteria for further action and decision authority based upon each index category. The Hazard Risk Index is used to assist the decision-making process in determining whether a safety risk should be eliminated, controlled, or accepted. This helps prioritize hazardous conditions and focus available resources on the most serious hazards requiring resolution while effectively managing available resources.

For example, if the potential for an accident/incident reveals a Category 1 (catastrophic) occurrence with a Level A (frequent) probability, the assessed level of risk is Unacceptable, and the system safety effort is directed toward eliminating the hazard or at the very least to implementing redundant hazard control measures. A Category 1 (catastrophic) or Category 2 (critical) safety risk may be tolerable if it can be demonstrated that its occurrence is highly improbable. This approach provides a basis for logical management decision-making that considers the hazard's severity and probability.

Figure 4. Hazard Risk Index

HAZARD RISK INDICES					
Frequency Or Probability	Severity Category				
	1 Catastrophic	2 Critical	3 Moderate	4 Minor	5 Insignificant
(A) Frequent	1A	2A	3A	4A	5A
(B) Probable	1B	2B	3B	4B	5B
(C) Occasional	1C	2C	3C	4C	5C
(D) Remote	1D	2D	3D	4D	5D
(E) Improbable	1E	2E	3E	4E	5E

LEGEND**Unacceptable** - Cannot be accepted as is, **must** be mitigated**Undesirable** - Acceptable with Executive-level signoff**Acceptable w/ Review** - Acceptable Operational-level signoff**Acceptable** - Can be accepted as is.**3.4. Safety Risk Mitigation****3.4.1. Treating Risk**

As safety risks are identified, whether through a formal risk assessment or informally such as through employee reporting mechanisms, hazards can be resolved by deciding to either assume the risk associated with the hazard or to eliminate or control the risk. Mitigation to bring a hazard to an acceptable level of risk is applied in the following order of precedence, listed from most effective at the top of the list to least effective mitigations at the bottom:

- Avoidance
- Elimination
- Substitution
- Engineering Controls
- Warnings
- Administrative Controls such as Operations and Maintenance Procedures
- Personal Protective Equipment and Guards

3.4.2. Hazard Tracking

Once mitigations are agreed upon for identified hazards, mitigations are tracked through the agency's safety certification process to ensure all concerns raised have been addressed and mitigated properly. This hazard tracking and certification process may be done through reports, logs, worksheets and/or similar methods that allow for updating if changes occur that impact the findings of the safety analysis. The Murfreesboro Transit use a hazard tracking worksheet in

Microsoft Excel to capture and track hazards from analysis through implementation. Refer to Appendix C for a blank copy of the hazard tracking worksheet.

4. Safety Assurance

4.1. Overview

Safety assurance includes safety reviews, evaluations, audits, and inspections, as well as data tracking and analysis and investigations. Safety Assurance encompasses the processes within the transit agency's SMS that ensures the implementation and effectiveness of SRM and ensures that the agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

4.2. Safety Performance Monitoring and Measurement

SMS generates data and information that senior management need to evaluate whether implemented safety risk mitigations are appropriate and effective, and how well an agency's safety performance fits with their established safety objectives and safety performance targets. Safety performance monitoring will occur through routine monitoring of operations and maintenance activities. It also includes risk monitoring to track implementation and success of mitigations and controls put in place to manage risk.

The programs will:

- Monitor compliance and sufficiency of procedures for operations and maintenance
- Monitor operations to identify ineffective, inappropriate, or unimplemented safety risk mitigations
- Conduct investigations of safety events to identify causal factors
- Monitor information from safety reporting systems
- Document audit outcomes
- Collect and track safety data

4.3. Management of Change

Murfreesboro Transit will re-evaluate safety when significant change occurs within the agency.

These changes may include:

- New contractor providing service
- New buses brought into fleet
- New or changed routes
- Other changes that might have a safety impact.

If the change has a safety impact, risk associated with the change will be evaluated, treated and documented. If the change does not have a safety impact, no further steps will be taken.

4.4. Continuous Improvement

Murfreesboro Transit will evaluate the SMS program annually to identify areas of improvement and any changes that require input for the agency to grow in safety management.

5. Safety Promotion

5.1. Introduction

Murfreesboro Transit will utilize Safety Promotion to communicate and disseminate safety information to strengthen the safety culture. Safety Promotion includes safety lessons learned, reporting systems, recommendations based on safety metrics, and safety training. The goal is to foster a positive safety culture where employees receive ongoing training and updates of safety progress; feel comfortable reporting safety issues or concerns; and understand why safety is important and how they impact safety.

5.2. Safety Communication and Culture

5.2.1. Safety Communication

Murfreesboro Transit will communicate safety and safety performance information throughout the agency's organization that, at a minimum, conveys the safety management policy statement in Section 2.1 above; employee safety reporting program procedures and policies; and, information on hazards and safety risks relevant to employees' roles and responsibilities. The communication will be used to inform employees of safety actions taken in response to reports submitted through an employee safety reporting program.

5.2.2. Dissemination of Lessons Learned

Murfreesboro Transit will review lessons learned from incidents, accidents and reported hazards and provide feedback regarding findings. This communication is an important step in letting employees know that they are important to the agency.

5.3. Competencies and Training

Murfreesboro Transit will establish and implement a safety training program for all employees and contractors directly responsible for safety in the agency's public transportation system. The training program must include refresher training, as necessary. Safety training will also be part of new-hire training and specific job safety training. Training and competencies of all staff will be documented and tracked.

5.4 Contractor Safety (as applicable)

When contracting for services that have a safety component and/or may impact safety or assessed risk, procurement language and specification requirements will be included, as applicable. Contractors will demonstrate job-appropriate competencies and training that meet or exceed the requirements of the agency.

6. Pandemic/Infectious Disease Response Plan (PDRP)

6.1 Introduction

This section contains the technical advisory group's best-practice recommendations for developing a checklist to aid transit agencies in service during a pandemic or infectious disease outbreak. Additionally, not every disease or viral pandemic is the same, and therefore different agency responses may be required at different times. Agencies should ground their checklists in the data, requirements, plans, and policies provided by their state and local governments and

health departments

6.2 Chain of Authority

The City Manager, along with City Council and other pertinent executive managers of Murfreesboro Transit, shall define the process for approval of the initial PDRP, periodic reviews and revisions to the plan. People with authority to revise the checklist, as well as execute and assess the effectiveness of various elements within it, shall be clearly identified. Approval may need to be done through virtual meetings.

6.3 Identification of Pandemic Phases

A pandemic virus will have various phases in the life cycle of its spread. For instance, the phases of a pandemic influenza virus as defined by the World Health Organization have been accepted and adopted by most health departments, governments, and private organizations. These phases shall be adopted by Murfreesboro Transit in its own communications about the phases of the pandemic.

6.4 Safety and Health

Safety must be a primary consideration in service restoration planning. Once reliable data, predictive models on viral spread and local health authorities confirm that restoring service can be done safely, the National Institute for Occupational Safety and Health (NIOSH) hierarchy of controls—elimination, substitution, engineering controls, administrative controls, and PPE should be used to inform protective measures.

6.5 Disinfection

Murfreesboro Transit follows CDC- and EPA-recommended disinfecting, sanitizing, and cleaning procedures for equipment, vehicles, and facilities. Specifically, the CDC defines disinfection as the killing of germs on surfaces or objects and differs from cleaning and sanitizing. Cleaning removes germs, dirt, and other impurities from surfaces, but doesn't necessarily kill them, while sanitizing lowers the number of germs on surfaces or objects—either by killing them or removing them—to a safe level. All vehicles shall be sanitized at the end of shift or as determined by the agency depending on the use and the ridership volume.

All Transit Supervisors and the Operations Manager are trained in the use and handling of the equipment and chemicals used for this measure.

Equipment used:

- Victory Innovations Electrostatic sprayer
- Chlorinated Disinfecting Tablets
- Gloves
- Disposable cloth masks
- Disposable N95 masks
- Disposable face shields
- Paper towels
- Disinfecting wipes

6.6 Social distancing

Social distancing, also called physical distancing, prevents viral transmission from person to person by deliberately increasing the distance between them in line with health authorities' recommendations.

6.6.1 Aboard vehicles

Social distancing strategies for transit agency vehicles shall be considered under the guidance of state and local health authorities. Agency leadership may consider measures such as operating without fares or without collection enforcement to avoid contact between riders and operators.

6.7 Safety Committee

Murfreesboro Transit has an established Safety Committee that consists of Assistant Director of Transportation, Manager of Transportation, Supervisor of Transportation, and a representative of bus operators that meets monthly to review safety issues and concerns of the transit system. An anonymous reporting system is available for employees to report safety concerns should they wish to do so in this manner.

Appendix A – Definitions

Accident	An Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.
Accountable Executive	A single, identifiable person who has ultimate responsibility for carrying out the Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.
Agency Safety Plan (ASP)	The documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and 49 CFR 673.
Assessment	An estimation of the size/scope of risk or quality of system or procedure.
Cause	Events that, result in a hazard or failure. Causes can occur by themselves or in combinations.
Change	To modify, alter, or make different.
Chief Safety Officer (CSO)	An adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.
Configuration Management	A management process for establishing and maintaining consistency of a product's performance, functional and physical attributes with its requirements, design, and operational information throughout its life.
Control	Anything that mitigates the risk of a hazard's effects. A control is the same as a safety requirement. All controls are written in requirement language.
Effect	The effect is a description of the potential outcome or harm of the hazard if it occurs in the defined system state.
Equipment	A complete assembly, operating either independently or within a sub-system or system, that performs a specific function.
Equivalent Authority	An entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.
Event	Any Accident, Incident, or Occurrence.
Hazard	Any real or potential condition that can cause injury, illness, or death to people; damage to or loss of a system, equipment, or property; or damage to the environment. A hazard is a condition that is a prerequisite to an accident or incident.

Hazard Tracking	A closed loop means of ensuring that the requirements and mitigations associated with each hazard that has associated medium or high risk are implemented. Hazard tracking is the process of defining safety requirements, verifying implementation, and re- assessing the risk to make sure the hazard meets its risk level requirement before being accepted.
Human Factors	A multidisciplinary effort to generate and compile information about human capabilities and limitations and apply that information to equipment, systems, facilities, procedures, jobs, operations, environments, training, staffing, and personnel management for safe, comfortable, efficient and effective human performance.
Incident	An event that involves any of the following: A personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.
Investigation	The process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.
Maintenance	Any repair, adaptation, upgrade, or modification of equipment or facilities. This includes preventive maintenance.
Mitigation	Actions taken to reduce the risk of a hazard's effects.
National Public Transportation Safety Plan	The plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.
Occurrence	An Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.
Oversight	To validate the development of a defined system and verify compliance to a pre-defined set of standards.
Performance Measure	An expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.
Performance Target	A quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.
Probability	An expression of often an event is expected to occur.
Process	A set of interrelated or interacting activities which transforms inputs into outputs.
Public Transportation Agency Safety Plan (PTASP)	A safety plan based on the Safety Management System approach. The FTA's PTASP Final Rule (49 CFR Part 673) requires States and certain operators of public transportation systems that receive Federal financial assistance under 49 USC Chapter 53 to develop and implement ASPs.
Public Transportation Safety Certification Training Program	The certification training program established either for Federal and State employees, or other designated personnel, who conduct safety audits and examinations of public transportation systems, and employees of public transportation agencies directly responsible for safety oversight, established through interim provisions in accordance with 49 U.S.C. 5329(c)(2), or the program authorized by 49 U.S.C. 5329(c)(1)

Qualitative Data	Subjective data that is expressed as a measure of quality; nominal data.
Quantitative Data	Objective data expressed as a quantity, number, or amount; allows for more rational analysis and substantiation of findings.
Requirement	An essential attribute or characteristic of a system. It is a condition or capability that must be met or passed by a system to satisfy a contract, standard, specification, or other formally imposed document or need.
Reportable Event	<p>A safety or security event occurring on transit right-of-way or infrastructure, at a transit revenue facility, at a transit maintenance facility, during a transit related maintenance activity or involving a transit revenue vehicle that results in one or more of the following conditions, as defined in the National Transit Database Safety and Security Reporting Manual (2019):</p> <ul style="list-style-type: none"> • A fatality confirmed within 30 days of the event • An injury requiring immediate medical attention away from the scene for one or more person(s) • Property damage equal to or exceeding \$25,000 • Collisions involving transit revenue vehicles that require towing away from the scene for a transit roadway vehicle or other non-transit roadway vehicle • An evacuation for life safety reasons
Risk	<p>The composite of predicted severity and likelihood of the potential effect of a hazard in the worst credible system state.</p> <p>(1) Initial. The composite of the severity and likelihood of a hazard considering only verified controls and documented assumptions for a given system state. It describes the risk at the preliminary or beginning stage of a proposed change, program, or assessment.</p> <p>(2) Residual. The risk that remains after all control techniques have been implemented or exhausted and all controls have been verified. Only verified controls can be used to assess residual risk.</p>
Risk Acceptance	Agreement by the appropriate management official that he/she understands the safety risk associated with the change and he/she accepts that safety risk.
Safety	Freedom from unintentional harm.
Safety Assurance	Processes within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.
Safety Culture	The product of individual and group values, attitudes, competencies, and patterns of behavior that determine commitment to, and the style and proficiency of, an organization's safety management. In addition, the four key components of a safety culture are reporting culture (encourage employees to divulge information about all hazards that they encounter), just culture (employees are held accountable for deliberate violations of the rules but are encouraged and rewarded for providing essential safety-related information), flexible culture to changing demands), and learning culture (willing to change based on safety indicators and hazards) uncovered through assessments, data, and incidents).
Safety Management Policy	A transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

Safety Management System (SMS)	The formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing safety risks to the lowest acceptable level practicable.
Safety Promotion	A combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
Safety Requirement	A control written in requirements language.
Safety Risk Management (SRM)	A process within a transit agency's ASP for identifying hazards and analyzing, assessing, and mitigating safety risk. SRM is a formalized, proactive approach to system safety and applied to all changes to ensure all risks are identified and mitigated prior to the change being made. It provides a framework to ensure that once a change is made, it continues to be tracked throughout its lifecycle.
Serious Injury	Any injury which: <ul style="list-style-type: none"> (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received. (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses). (3) Causes severe hemorrhages, nerve, muscle, or tendon damage. (4) Involves any internal organ; or (5) Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.
Severity	The measure of how bad the results of an event are predicted to be. Severity is determined by the most probable outcome.
Source (of a hazard)	Any potential origin of system failure, including equipment, operating environment, human factors, human-machine interface, procedures, and external services.
State Safety Oversight Agency (SSOA)	An agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and the regulations set forth in 49 CFR part 674.
System	An integrated set of constituent pieces that are combined in an operational or support environment to accomplish a defined objective. These pieces include people, equipment, information, procedures, facilities, services, and other support services.
Transit Asset Management Plan	The strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625
Validation	The process of proving that the right system is being built, i.e., that the system requirements are unambiguous, correct, complete, and verifiable.
Verification	The process that ensures that the system requirements have been met by the design solution and the system is ready to be used in the operational environment for which it is intended.

Appendix B – Acronyms and Abbreviations

ADA	Americans with Disabilities Act
CAP	Corrective Action Plan
CDC	Center for Disease Control
CFR	Code of Federal Regulations
FHA	Fault Hazard Analysis
FTA	Federal Transit Administration
JHA	Job Hazard Analysis
OHA	Operational Hazard Assessment
OSHA	Occupational Safety and Health Administration

PHA	Preliminary Hazard Analysis
PM	Preventative Maintenance
PTASP	Public Transportation Agency Safety Plan
PDRP	Pandemic/Infectious Disease Response Plan
SMS	Safety Management Systems
SRM	Safety Risk Management
TAM	Transit Asset Management
TDOT	Tennessee Department of Transportation

Appendix C – Hazard Tracking Worksheet

Preliminary Hazard Analysis													
General Description			Hazard Cause / Effect			Risk Index			Corrective / Mitigation Action		Risk Index		
Reference	Overall System	Hazard	Potential Causes	Operational Effects	Safety Effects	Severity	Probability	Risk	Design Mitigations	Operational Mitigations	Resolution Severity	Resolution Probability	Resolution Risk
Use a number to track hazard, ie Bus #1	BUS (or other system)	Trip and Fall on Bus	Wet floor	Delay of service	Minor to sever injury	3	B	3B	Slip resistant Flooring	Driver Training	3	C	3C
			Hard breaking										
			Human error (standing on moving vehicle)										

City of Murfreesboro Transportation Department

111 W Vine St, Murfreesboro, TN 37130

ASP: Approvals

Approved by: _____
Shane McFarland
Mayor

_____ Date

Approved by: _____
Adam Tucker
City Attorney

_____ Date

Approved by: _____
Lisa Lugos
Safety Director, City of Murfreesboro

_____ Date

Approved by: _____
Jim Kerr
Transportation Director (Accountable Executive)

_____ Date

Concurrence: _____
Russ Brashear
Assistant Transportation Director

_____ Date

Concurrence: _____
Jack Hyatt
Maintenance Director

_____ Date

Concurrence: _____
Timothy Martin
Transit Operations Manager

_____ Date

Concurrence: _____
Richard Hinton
Transit Operations Supervisor (Frontline)

_____ Date

Concurrence: _____
Billy Ward
Transit Operations Supervisor (Frontline)

_____ Date

COUNCIL COMMUNICATION

Meeting Date: 11/3/2022

Item Title: Contract with TDOT for FY23 Operating Assistance

Department: Transportation (Murfreesboro Transit)

Presented by: Russ Brashear, Assistant Transportation Director

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Secure transit system operating funds from TDOT for FY23.

Staff Recommendation

Approve contract with the TDOT for FY23 transit operating funds.

Background Information

Each year the State allocates funding from the Urban Operating Assistance Program (UROP) to assist transit systems across the State. These funds supplement the systems' operating budget in addition to federal funds that are provided for transit operations.

If exercised, the State matches the first \$1,000,000 in expenses at an 80/20 rate, and the remainder of the funds at a 50/50 rate.

Council Priorities Served

Responsible budgeting

Use of federal and state funds benefits the City by reducing the amount of City revenues that must be used for transit-related expenses.

Fiscal Impacts

These funds, \$860,700, are appropriately budgeted in the FY23 Budget.

Attachments:

Award Notification Contract DG-23-73938 (Project #75UROP-S3-016)

Address #12

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF MURFREESBORO**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Murfreesboro, hereinafter referred to as the "Grantee," is for the provision of operating assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall utilize urban operating (UROP) funds for operating assistance to support core urban fixed route transit service and complementary demand response service.
- A.3. The Grantee may use funds for capital projects, which may include, but are not limited to, acquisition of rolling stock (i.e. buses and vans), preventative maintenance, radio communications, and equipment.
- A.4. The Grantee's use of operating assistance may include, but is not limited to, overhead expenses, salaries, wages, fringe benefits, travel, training, and fuel.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal incorporated by reference to elaborate supplementary scope of services specifications.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2022 ("Effective Date") and ending on June 30, 2023, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Eight Hundred Sixty Thousand, Seven Hundred Dollars and No Cents (\$860,700.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items

include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation
Multimodal Transportation Resources Division
505 Deaderick Street – James K. Polk Building, Suite 1200
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Transportation, Multimodal Transportation Resources Division.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of

service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract includes funds previously allocated in a previous grant contract or provides for a subsequent phase of work with the same funding as a previous contract, and partial dollars were paid in the previous grant contract, then this Grant Contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.

C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Brenden Henderson, Program Monitor 2
Tennessee Department of Transportation
Multimodal Transportation Resources Division
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243
Brenden.henderson@tn.gov
Telephone # (615) 253-4942
FAX # (615) 253-1482

The Grantee:

Russ Brashear, Assistant Transportation Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
rbrashear@murfreesborotn.gov
Telephone Number: (615) 893-6441
FAX Number: (615) 849-2606

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall

cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used

benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or

otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract, been convicted of or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including

individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.6. T.C.A. Section 13-10-107 Compliance.

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

E.7. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.8. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.9. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

SHANE MCFARLAND, MAYOR

DATE

ADAM TUCKER, CITY ATTORNEY
APPROVED AS TO FORM AND LEGALITY

DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, COMMISSIONER

JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

TDOT PROJECT NO.: 75UROP-S3-016
DGA NO.: DG-23-73938

ATTACHMENT ONE**UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET**

	STATE SHARE	FEDERAL SHARE	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT					
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT	\$860,700.00	\$0.00	\$860,700.00	\$260,700.00	\$1,121,400.00
30.xx.xx Operating Assistance					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
62.0x.xx - Project Administration					
63.5x.xx - Rural Technical Assistance Program					
64.8x.xx - Appalachian					
xx.xx.xx - Other					
GRAND TOTAL	\$860,700.00		\$860,700.00	\$260,700.00	\$1,121,400.00

TDOT PROJECT NO.: 75UROP-S3-016
DGA NO.: DG-23-73938

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: OPERATING	State	Federal	Grant Contract	Grantee	Total Project
30.00.00 Operating Assistance - 80% TDOT	\$800,000.00	\$0.00	\$800,000.00	\$200,000.00	\$1,000,000.00
30.00.00 Operating Assistance - 50% TDOT	\$60,700.00	\$0.00	\$60,700.00	\$60,700.00	\$121,400.00
TOTAL	\$860,700.00	\$0.00	\$860,700.00	\$260,700.00	\$1,121,400.00

ATTACHMENT TWO**Parent Child Information**

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 4110

Is City of Murfreesboro a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Murfreesboro a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

COUNCIL COMMUNICATION

Meeting Date: 11/3/2022

Item Title: Dr. Martin Luther King Jr. Blvd. Phase 2 Sidewalk Project, Right of Way and Easement Acquisition

Department: Transportation

Presented by: Jim Kerr, Transportation Director

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Contracts to acquire right-of-way and easements for sidewalk construction along Dr. Martin Luther King Jr. Boulevard from Middle Tennessee Boulevard to Minerva Drive.

Staff Recommendation

Authorize Transportation Director to retain appraiser, review appraisals, and execute the documents necessary to acquire right-of-way and easements in accordance with TDOT's regulations and within the budgeted amount or, alternatively, to initiate condemnation proceedings.

Background Information

The City, through TDOT's Multimodal Access Grant Program (MMAG), applied for and received an additional \$703,605 in state funds to offset a shortfall MLK Blvd sidewalk project. The MMAG program funds projects with a 95% state and 5% local match. On December 16, 2021, Council approved contract amendment with TDOT. Staff issued a Request for Qualifications for appraisal services because TDOT requires separation of duties for the property acquisition phase. Two consultants were ultimately selected to provide these appraisal services.

Council Priorities Served

Responsible budgeting

Improvements of roadway infrastructure with federal and state dollars allows local funds to be used for other community purposes.

Expand Infrastructure

Installation of sidewalks enhances the safety and operations of the City's roadway network.

Fiscal Impact

The City's 5% portion of the MMAG is estimated at \$37,032 and will be funded from

the FY18 CIP Budget for this project.

Attachments

1. Agreement with Boozer and Company, P.C. for Appraisals.
2. Agreement with Rhett Turner for Review Appraisals.

**BOOZER &
COMPANY, P.C.**

Professional Real Estate Appraisers & Consultants

September 20, 2022

Mr. Tim Jackson
Engineering Department
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

**RE: Proposal for Real Estate Appraisal Services:
Dr. Martin Luther King Jr. Boulevard Sidewalk Project Phase 2
Federal Project No. TAP-1(395)
State Project No. 75LPLM-F3-076
TDOT PIN 126616.00
Murfreesboro, Rutherford County, Tennessee**

Dear Tim,

Per your request, I respectfully submit this formal proposal for **Boozer & Company, P.C.** to conduct Appraisal Reports regarding the above-referenced sidewalk project, as outlined below.

The purpose of the appraisals will be to estimate the "Total Amount Due Owner" as a result of the proposed ROW and easements needed for the sidewalk project along the Dr. Martin Luther King Jr. Boulevard corridor in Murfreesboro, TN. The reports will be completed in accordance with the *TDOT Guidelines for Appraisers*, the *Uniform Relocation Assistance and Real Properties Acquisition Policies Act*, and the *Uniform Standards of Professional Appraisal Practice*. The intended use of the appraisals will be to establish a basis of value for the acquisition of the ROW and easements. The intended user of the appraisal reports will be the City of Murfreesboro, TDOT, and/or assigns.

Fee: At request of the client, appraisals will be conducted on Tracts 1 & 6, with a Market Data Brochure provided for NPP's on the remaining tracts. The NPP tracts are residential lots and include zonings of RS-10, RS-15, and Residential Duplex (three data sets). The fee for the appraisal reports will be as follows:

Property ID	Fee
Tract 1 (FPA):	\$5,800
Tract 6 (FPA):	\$5,800
Market Data Brochure:	\$14,500
Total:	\$26,100
FPA Tracts (As Needed)	\$4,800/tract

Any and all updates to the appraisal reports due to ROW plans changes, meetings, depositions/testimony/conferences regarding litigation of the tracts, shall be billed at a rate of **\$350 per hour**.

September 20, 2022

Page 2

Timing: The assignment can be completed within **4 months** after the date we are authorized to proceed, and after receiving all necessary plans, exhibits, legal descriptions, and other items necessary to properly identify the proposed acquisitions.

Thank you for allowing *Boozer & Company, P.C.* the opportunity to submit this proposal. If you have any questions, please feel free to contact me at 615-591-4422 ext. 203. I look forward to working with you on this assignment.

Sincerely,



Ted A. Boozer, MAI, CG-973
State Certified General Real Estate Appraiser

MISSION COURT • 106 MISSION COURT, SUITE 1001 • FRANKLIN, TENNESSEE 37067
PHONE (615) 591-4422 • FAX (615) 591-4433

Accepted on behalf of the City of Murfreesboro



Adam F. Tucker, City Attorney

R. Rhett Turner, MAI, SR/WA

P.O. Box 2191 Mt. Juliet, TN 37121 | 615-812-7698 | RRT2244@gmail.com

September 20, 2022

City of Murfreesboro
Engineering Department
Attn: Mr. Tim Jackson
111 West Main Street
Murfreesboro, TN 38401

RE: Proposal for Real Estate Review Appraisal and Administrative Services
Dr. Martin Luther King Jr. Boulevard Sidewalk Project Phase 2
Federal Project No. TAP-1(95)
State Project No. 75LPLM-F3-076
PIN No. 126616.00
Murfreesboro, Rutherford County, Tennessee

Dear Mr. Jackson:

I am pleased to submit this proposal to the City of Murfreesboro for the project, Dr. Martin Luther King Jr. Boulevard Sidewalk Project Phase 2, for Real Estate Appraisal Review and Administrative Services. The appraisal review reports will be in compliance with the Tennessee Department of Transportation (TDOT) Guidelines for Appraisers, the Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Foundation and the Appraisal Institute's Standards of Professional Appraisal Practice and Code of Professional Ethics. The Form 2 will be completed in compliance with TDOT Right of Way standard operating procedures.

The appraisal review reports and Form 2s will be delivered to you in electronic pdf file format. Original hardcopies are available on request. Any revisions to the appraisal review reports or Form 2s due to plans changes will be billed at the rate of \$350.00 per hour. The appraisal review reports and Form 2s will be completed and delivered within 30-45 days after receipt of the appraisal report from the appraiser, Ted A. Boozer, MAI. I will also need an electronic copy and hard copy of the most recent set of right of way plans and all other related documentation.

The following chart provides a fee schedule for review services for tracts 1, 6 and the market data brochure for the NPP tracts. Summarizing the table, 2 tracts' appraisal reports will be reviewed, 2 appraisal review reports and 2 Form 2s will issued. The market data brochure review fee is also included.

Dr. Martin Luther King Jr. Blvd Sidewalk Project Phase 2 Fee Schedule		
Tract Number	Property Type	Fee
1	Commercial	\$ 4,350.00
6	Multi-Family	\$ 4,350.00
N/A	Market Data Brochure	\$ 10,900.00
	Total	\$19,600.00
(As Needed)	FPA tracts	\$3,600.00

Residential tracts currently planned for NPPs not successfully acquired that require an appraisal report to be completed then reviewed and Form 2 prepared, the fee will be \$3,600 per tract.


I look forward to the opportunity to work with the City of Murfreesboro on the Dr. Martin Luther King Jr. Boulevard Sidewalk Project Phase 2, TDOT PIN 126616.00, Federal Project No. TAP-1(395), State Project No. 75LPLM-F3-076.

Respectfully submitted,



R. Rhett Turner, MAI, SR/WA

Accepted on behalf of the City of Murfreesboro



Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 11/03/2022

Item Title: Architectural Services for MWRD Administration Building

Department: Water Resources

Presented by: Darren Gore, Assistant City Manager

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Consider architectural services with Kingdom Development Group, Inc. (KDGi) for designing the remodel of the recently purchased building on 316 Robert Rose Dr. for use as MWRD's Administration Building.

Staff Recommendation

Approve KDGi's architectural design proposal for remodeling MWRD's Administration Building.

Background Information

MWRD purchased a commercial building at 316 Robert Rose Drive for relocation of its Administration, Customer Services, and Engineering Divisions. Staff proposes retaining the architectural services of KDGi for remodeling the building.

The overall project budget for the administrative building purchase, remodel, and ancillary costs such as furniture, fixtures, and equipment (FF&E) has been budgeted at \$6,250,000. KDGi's proposed architectural fee, \$72,000, is part of this project budget

Council Priorities Served

Responsible Budgeting

Purchasing and remodeling an existing building resulted in an estimated 20% saving relative to the cost of building a new facility.

Fiscal Impact

This expense, \$72,000, is funded from the amount budgeted for the Project cost.

Attachments

KDGi Fee Proposal for Architectural Services for Robert Rose Water Resources Department Administrative Building



October 20, 2022

Darren Gore, Assistant City Manager
City of Murfreesboro
300 NW Broad Street
Murfreesboro, TN 37130

Via Email: dgore@murfreesborotn.gov

Subject: Scope & Fee Proposal for Renovation Project at 316 Robert Rose Dr – Murfreesboro, TN

Dear Mr. Whitaker,

KDG is pleased to provide our professional design services to assist you in the office renovation at the existing 316 Robert Rose Drive property in Murfreesboro, Tennessee. Our experienced team of design professionals will work with you to ensure your project goals are met. This Scope and Fee Proposal will serve as the outline of our understanding and assumptions of your project, our scope of work, and fees for our professional services.

Understanding of the Scope

KDG and its' engineering consultants will provide professional design services to develop detailed drawings to establish the construction renovation requirements. The construction documents will describe the quality, configuration, size, and relationship of all architectural components to be incorporated into this project in consistency with this Project's program, budget, and schedule.

The following section defines the Summary of Services that KDG will provide.

Summary of Services

Assumptions

- Provide Permit ready construction drawings per the Owner's programmatic requirements
- Construction drawings will be considered Drawings-of-Record
- Existing space is approximately 19,476 SF and includes the following scope per our conversations:
 - ✓ Renovation of the First Floor will include a designated customer service lobby, customer service and cashier transaction kiosks/counters, public restrooms, and updated office space, staff support areas, and common use areas.
 - ✓ Renovation of the Second Floor will include modifications of office spaces, staff support areas, and common use areas, including lateral file storage spaces.
 - ✓ Exterior design will be limited to minimal façade enhancements such as the replacement of Masonite materials used in the existing dormer assemblies.
 - ✓ Improvements include the two-level office building addition
- Civil engineering design will include:
 - ✓ Development of site plan including a survey for the portion site which will include a channelized queuing lane with canopy-covered video teller and pneumatic tube system for customer service transactions
 - ✓ Development of civil engineering drawings will include a grading plan, utilities relocation plan, and other site geometries (curbing, islands, etc.)
- Mechanical, Plumbing, and Electrical (MP&E) engineering design will be limited to renovation

- Unforeseen MP&E design requirements will be additional services
- Structural Engineer will be provided by the Consultant (as needed)
- Bidding Support and Construction Administration will be provided
- A Project Manual will not be provided

Work Elements

Task 1: Schematic Design (30% Design)

The Design Team will develop schematic-level architectural documents in sufficient detail to clearly convey a comprehensive image of the Client's design intent. The design documents will identify area allocations, conceptual organization interior spaces, site improvements, and the identification/location of existing structural elements and mechanical/electrical/plumbing (MEP) equipment and fixtures.

- The Schematic Design drawings will include:
 - ✓ Conceptual Site Plan
 - ✓ Schematic-level Building Floor Plans
 - ✓ Conceptual Interior Elevations
 - ✓ Life Safety Plans and Building Codes Analysis

Deliverables

- Schematic Design (30% Design) Drawing Package, *printed progress drawings upon request*

Task 2: Design Development (60% Design)

The Design Team will develop the schematic design architectural documents in further detail to clearly identify the developed architectural, interior, site, and mechanical/electrical/plumbing design solutions.

The Design Development drawings will include:

- ✓ Developed Site Plan
- ✓ Architectural Floor Plans
- ✓ Life Safety and Building Codes Analysis
- ✓ Reflected Ceiling Plans (proposed locations of new lighting fixtures & equipment)
- ✓ Developed Interior Elevations
- ✓ Floor and Wall Section details (as needed)
- ✓ Schedules – includes interior finishes, door and frame, and window/glazing

Deliverables

- Design Development (30% Design) Drawing Package

Task 3: Construction Documents (90/100% Design)

The Design Team will develop the design development architectural documents in full detail to clearly identify the developed architectural, interior, site, and mechanical/electrical/plumbing design solutions. The construction document package will provide a completed set of plans necessary to bid and permit the project. The Construction Documents Package will include:

- ✓ All Discipline drawings stamped, signed, and dated by the responsible design professional

Deliverables

- Construction Documents (100% Design) Drawing Package

Task 5: Bid procurement

KDGi will make any necessary changes to drawing details or provide addenda items as necessary

- All deliverables will be delivered electronically via PDF.

Deliverables

- Bid document updates as needed

Task 6: Construction Administration

The Design Team will be available for limited Construction Administration, which includes:

- Review of Submittals and Requests for Information (RFI's), and assistance to the Client through potential contract modifications.
- The Design Team will participate in the preconstruction meeting
- At Substantial Completion, the Design Team will conduct a walk-through of the renovation and develop a punch-list for items not otherwise in compliance with the design intent/Client's requirements to be completed before Final Completion

Project Schedule and Fee Estimate

Project Schedule

The project schedule will be established upon execution of a Professional Services Agreement.

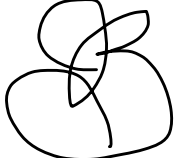
Fee Estimate

KDGi proposes a total lump sum fee of **\$72,000.00** (Seventy-Two Thousand Dollars) to perform the proposed Scope of Services outlined in this Proposal.

Neither KDGi nor its Sub-consultants will exceed the estimated budget without prior authorization and a contractual amendment for Additional Services from the Client, at which time further fee negotiations will be made between the Client and KDGi at an hourly rate.

I hope that you find this Scope and Fee Proposal in good standing. If you agree, we shall enter into a Design Services Agreement and proceed with the Scope of Work.

Thank You!

A handwritten signature in black ink, appearing to be 'B. Harvey', written over a circular stamp or seal.

Brandon M. Harvey, AIA, NCARB, NOMA
President/Managing Partner

COUNCIL COMMUNICATION

Meeting Date: 11/03/2022

Item Title: Asphalt Purchases Report
Department: Water Resources
Presented by: Darren Gore, Assistant City Manager
Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>

Summary

Report of asphalt purchases.

Staff Recommendation

The asphalt reporting of purchases, consistent with purchases associated as perishable, fuel-based commodity is provided as information only.

Background Information

Purchases of asphalt are made throughout the month and reported with MWRD's O&M's construction projects. The attached report is provided pursuant to City Code, § 2-10(E)(7) in compliance with this reporting requirement.

Pursuant to the City Code, a purchase of perishable commodities made on the open market does not require public advertisement and competitive bids if a record is made by the person authorizing the purchase which specifies the amount paid, the items purchased and from whom the purchase was made in accordance with T.C.A. §6-56-304(7).

Council Priorities Served

Responsible budgeting

Proper procurement ensures best cost savings to the Department and our customers.

Maintain public safety

Maintaining safe drivability of roadways affected by water resources operations focuses on customer service.

Fiscal Impacts

The overall costs, \$150,000 to \$175,000 per year, are funded by MWRD's operating budget.

Attachments

Asphalt Purchases Report

MWRD - OPERATIONS & MAINTENANCE

Asphalt Quotes FY 2022

	Blue Water		Hawkins		Vulcan		Notes
	<i>Binder</i>	<i>Topping</i>	<i>Binder</i>	<i>Topping</i>	<i>Binder</i>	<i>Topping</i>	
Jul	\$65.00	\$75.00	\$69.00	\$78.50	\$73.54	\$86.22	
Aug	\$65.00	\$75.00	\$69.00	\$78.50	\$73.57	\$86.26	
Sep	\$65.00	\$75.00	\$69.00	\$78.50	\$73.17	\$85.73	
Oct	\$65.00	\$75.00	\$80.51	\$87.91	\$71.98	\$84.09	
Nov	\$65.00	\$75.00					
Dec	\$65.00	\$75.00					
Jan	\$65.00	\$75.00					
Feb	\$65.00	\$75.00					
Mar	\$65.00	\$75.00					
Apr	\$65.00	\$75.00					
May	\$65.00	\$75.00					
Jun	\$65.00	\$75.00					

MWRD OPERATIONS & MAINTENANCE

Asphalt Purchases FY 2022

<i>Invoice Date</i>	<i>Approval</i>	<i>Vendor</i>	<i>Type</i>	<i>Rate</i>	<i>Qty</i>	<i>Total</i>	<i>FY Total</i>
7/20	DH	Vulcan	307-BM	\$58.39	18.60	\$1,086.05	\$1,086.05
7/20	DH	Vulcan	307-BM	\$58.39	18.38	\$1,073.21	\$2,159.26
7/20	DH	Vulcan	307-BM	\$58.39	18.56	1,083.72	\$3,242.98
7/20	DH	Vulcan	307-BM	\$58.39	18.27	1,066.79	\$4,309.77
7/26	DH	Hawkins	411- E	\$66.50	18.70	1,243.55	\$10,074.44
7/26	DH	Hawkins	307-BM	\$59.00	13.60	802.40	\$10,876.84
8/10	DH	Vulcan	411-E	\$67.35	13.66	920.00	\$11,796.84
8/17	DH	Vulcan	307-BM	\$58.51	10.72	627.23	#REF!
10/15	DH	Hawkins	411-E	\$66.50	16.48	1,095.92	\$16,493.88
10/20	DH	Hawkins	307-BM	\$62.75	16.69	1,047.30	\$17,541.18
11/30	DH	Hawkins	307-BM	\$60.00	22.34	1,340.40	\$18,881.58
11/30	DH	Hawkins	307-BM	\$60.00	19.28	1,156.80	\$20,038.38
11/30	DH	Hawkins	307-BM	\$60.00	17.25	1,035.00	\$21,073.38
11/30	DH	Hawkins	307-BM	\$60.00	20.26	1,215.60	\$22,288.98
11/30	DH	Hawkins	307-BM	\$60.00	19.00	1,140.00	\$23,428.98
11/30	DH	Hawkins	411-E	\$67.50	17.31	1,168.43	\$24,597.41
11/30	DH	Hawkins	307-BM	\$65.00	22.37	1,454.05	\$26,051.46
11/30	DH	Hawkins	307-BM	\$65.00	19.89	1,292.85	\$27,344.31
11/30	DH	Hawkins	307-BM	\$65.00	22.86	1,485.90	\$28,830.21
11/30	DH	Hawkins	307-BM	\$65.00	17.69	1,149.85	\$29,980.06
11/30	DH	Hawkins	307-BM	\$65.00	3.06	198.90	\$30,178.96
12/13	DH	Hawkins	307-BM	\$60.50	21.02	1,271.71	\$31,450.67
12/13	DH	Hawkins	411-E	\$68.25	14.47	987.58	\$32,438.25
12/18	DH	Hawkins	411-E	\$68.25	17.62	1,202.57	\$33,640.82
12/18	DH	Hawkins	411-E	\$68.25	3.54	241.61	\$33,882.43
12/28	DH	Hawkins	307-BM	\$60.50	18.00	1,089.00	\$34,971.43
12/28	DH	Hawkins	307-BM	\$60.50	13.77	833.09	\$35,804.52
12/29	DH	Hawkins	307-BM	\$60.50	15.84	958.32	\$36,762.84
1/31	DH	Hawkins	411-E	\$68.25	11.80	805.35	\$39,868.19
2/18	DH	Hawkins	307-BM	\$60.75	11.91	723.53	\$40,591.72
2/18	DH	Hawkins	307-BM	\$58.00	20.29	1,176.82	\$41,768.54
5/23	DH	Hawkins	411-D	\$82.50	4.01	86.51	\$41,855.05

[illegible]

COUNCIL COMMUNICATION

Meeting Date: 11/03/2022

Item Title: Asphalt and Concrete Purchase Report
Department: Street
Presented by: Raymond Hillis, Executive Director, Public Works
Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>

Summary

Report of asphalt and concrete purchases.

Background Information

Purchases of asphalt and concrete are made throughout the month and reported with Street Department construction projects. The attached report is provided pursuant to City Code, § 2-10(E)(7) in compliance with this reporting requirement.

Pursuant to the Code, a purchase of perishable commodities made on the open market does not require public advertisement and competitive bids if a record is made by the person authorizing the purchase which specifies the amount paid, the items purchased and from whom the purchase was made in accordance with T.C.A. §6-56-304(7).

Council Priorities Served

Responsible budgeting

Proper procurement ensures best cost savings to the Department and our customers.

Maintain public safety

Maintaining the functionality and safe drivability of roadways focuses on public safety and customer service.

Fiscal Impacts

Asphalt purchases, \$100,000, and concrete purchases, \$55,000, are funded by the Department's FY23 Budget.

Attachments

Asphalt and Concrete Purchases Report

STREET DEPARTMENT ASPHALT PURCHASES FY 23

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
10/24/2022	Hawkins	411E Mix	\$ 92.91	4.77	\$ 443.18	\$ 443.18

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/5/2022	Blue Water	E Mix 64-22	\$ 64.95	1.04	\$ 67.55	\$ 67.55
7/8/2022	Blue Water	E Mix 64-22 RP	\$ 64.95	2.04	\$ 132.50	\$ 200.05
7/13/2022	Blue Water	E Mix 64-22 RP	\$ 64.95	2.76	\$ 179.26	\$ 379.31
7/13/2022	Blue Water	BM2 64-22 RP	\$ 58.05	4.30	\$ 249.62	\$ 628.93
7/14/2022	Blue Water	E Mix 64-22 RP	\$ 86.54	7.02	\$ 607.51	\$ 1,236.44
7/14/2022	Blue Water	E Mix 64-22	\$ 90.03	3.04	\$ 273.69	\$ 1,510.13
7/20/2022	Blue Water	E Mix 64-22 RP	\$ 86.54	1.13	\$ 97.79	\$ 1,607.92
7/29/2022	Blue Water	E Mix 64-22 RP	\$ 86.54	1.05	\$ 90.87	\$ 1,698.79
8/3/2022	Blue Water	E Mix 64-22 RP	\$ 86.54	8.70	\$ 752.90	\$ 2,451.69
8/4/2022	Blue Water	E Mix 64-22	\$ 90.03	7.35	\$ 661.72	\$ 3,113.41
8/9/2022	Blue Water	E Mix 64-22	\$ 90.03	1.19	\$ 107.14	\$ 3,220.55
8/11/2022	Blue Water	E Mix 64-22	\$ 90.03	2.03	\$ 182.76	\$ 3,403.31
8/12/2022	Blue Water	E Mix 64-22	\$ 90.03	2.25	\$ 202.57	\$ 3,423.12
8/22/2022	Blue Water	E Mix 64-22 RP	\$ 74.01	0.81	\$ 59.95	\$ 3,280.50
8/23/2022	Blue Water	E Mix 64-22	\$ 90.03	7.94	\$ 714.84	\$ 4,137.96
8/25/2022	Blue Water	E Mix 64-22	\$ 90.03	9.09	\$ 818.37	\$ 4,956.33
8/25/2022	Blue Water	E Mix 64-22 RP	\$ 86.54	2.49	\$ 215.48	\$ 5,171.81
8/31/2022	Blue Water	E Mix 64-22	\$ 90.03	2.08	\$ 187.26	\$ 5,359.08
8/31/2022	Blue Water	E Mix 64-22	\$ 90.03	7.30	\$ 657.22	\$ 6,684.32
9/2/2022	Blue Water	E Mix 64-22	\$ 90.03	7.42	\$ 668.02	\$ 6,027.10
9/7/2022	Blue Water	E Mix 64-22	\$ 90.03	8.77	\$ 789.56	\$ 7,473.88
9/8/2022	Blue Water	E Mix 64-22	\$ 90.03	8.61	\$ 775.16	\$ 8,249.04
9/12/2022	Blue Water	E Mix 64-22	\$ 90.03	15.13	\$ 1,362.15	\$ 9,611.19
9/20/2022	Blue Water	E Mix 64-22	\$ 90.03	1.22	\$ 109.84	\$ 9,721.03
9/22/2021	Blue Water	E Mix 64-22	\$ 90.03	2.04	\$ 183.66	\$ 9,904.69
9/30/2022	Blue Water	E Mix 64-22	\$ 90.03	0.73	\$ 65.72	\$ 9,970.41
9/30/2021	Blue Water	E Mix 64-22	\$ 90.03	10.62	\$ 956.12	\$ 10,926.53
10/7/2022	Blue Water	E Mix 64-22	\$ 90.03	7.38	\$ 664.42	\$ 11,590.95
10/14/2022	Blue Water	E Mix 64-22	\$ 90.03	2.12	\$ 190.86	\$ 11,781.81

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/19/2022	Vulcan	411E PG 64-22	\$ 87.00	1.02	\$ 88.74	\$ 88.74
7/19/2022	Vulcan	BITM-AC 5.6	\$ 12.72	1.02	\$ 12.72	\$ 101.46
7/26/2022	Vulcan	411E PG 64-22	\$ 87.00	4.30	\$ 374.10	\$ 475.56
7/26/2022	Vulcan	BITM-AC 5.6	\$ 12.72	4.30	\$ 54.70	\$ 530.26
7/29/2022	Vulcan	411E PG 64-22	\$ 87.00	18.10	\$ 1,574.70	\$ 2,104.96
7/29/2022	Vulcan	BITM-AC 5.6	\$ 12.72	18.10	\$ 230.23	\$ 2,335.19
8/10/2022	Vulcan	411E PG 64-22	\$ 87.00	6.26	\$ 544.62	\$ 2,879.81
8/10/2022	Vulcan	BITM-AC 5.6	\$ 12.76	6.26	\$ 79.88	\$ 2,959.69
8/10/2022	Vulcan	411E PG 64-22	\$ 87.00	8.21	\$ 714.27	\$ 3,673.96
8/10/2022	Vulcan	BITM-AC 5.6	\$ 12.76	8.21	\$ 104.76	\$ 3,778.72
8/16/2022	Vulcan	411E PG 64-22	\$ 87.00	1.57	\$ 136.59	\$ 3,915.31
8/16/2022	Vulcan	BITM-AC 5.6	\$ 12.76	1.57	\$ 20.03	\$ 3,935.34
9/6/2022	Vulcan	411E PG 64-22	\$ 87.00	5.51	\$ 479.37	\$ 4,414.71
9/6/2022	Vulcan	BITM-AC 5.6	\$ 12.23	5.51	\$ 67.39	\$ 4,482.10
9/13/2022	Vulcan	307BM PG 64-22	\$ 75.50	5.19	\$ 391.85	\$ 4,873.95
9/13/2022	Vulcan	BITM-AC 5.6	\$ 9.17	5.19	\$ 47.59	\$ 4,921.54
9/30/2022	Vulcan	307BM PG 64-22	\$ 75.50	2.07	\$ 156.29	\$ 5,077.83
9/30/2022	Vulcan	BITM-AC 5.6	\$ 9.17	2.07	\$ 18.98	\$ 5,096.81

STREET DEPARTMENT CONCRETE PURCHASES FY 23

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/1/2022	Nashville Ready Mix	Flowable Fill	\$ 112.00	2		\$ 224.00	\$ 224.00
7/6/2022	Nashville Ready Mix	3500 CF5	\$ 124.00	3		\$ 372.00	\$ 596.00
7/6/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	3		\$ 15.00	\$ 611.00
7/6/2022	Nashville Ready Mix	Flowable Fill	\$ 112.00	2		\$ 224.00	\$ 835.00
7/7/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	2		\$ 248.00	\$ 1,083.00
7/7/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	2		\$ 10.00	\$ 1,093.00
7/8/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	3		\$ 372.00	\$ 1,465.00
7/8/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	3		\$ 15.00	\$ 1,480.00
7/11/2022	Nashville Ready Mix	Flowable Fill	\$ 112.00	5		\$ 560.00	\$ 2,040.00
7/11/2022	Nashville Ready Mix	Min Load charge	\$ 75.00	1		\$ 75.00	\$ 2,115.00
7/11/2022	Nashville Ready Mix	fuel surcharge	\$ 50.00	1		\$ 50.00	\$ 2,165.00
7/14/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	1		\$ 124.00	\$ 2,289.00
7/14/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	1		\$ 5.00	\$ 2,294.00
7/20/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	3		\$ 372.00	\$ 2,666.00
7/20/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	3		\$ 15.00	\$ 2,681.00
7/21/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	2		\$ 248.00	\$ 2,929.00
7/21/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	2		\$ 10.00	\$ 2,939.00
7/25/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	2		\$ 248.00	\$ 3,187.00
7/25/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	2		\$ 10.00	\$ 3,197.00
7/27/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	2		\$ 248.00	\$ 3,445.00
7/27/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	2		\$ 10.00	\$ 3,455.00
7/28/2022	Nashville Ready Mix	3500 CF5	\$ 124.00	2		\$ 248.00	\$ 3,703.00
7/28/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	2		\$ 10.00	\$ 3,713.00
8/9/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	1		\$ 124.00	\$ 3,837.00
8/9/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	1		\$ 5.00	\$ 3,842.00
8/12/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	1.5		\$ 186.00	\$ 4,028.00
8/12/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	1.5		\$ 7.50	\$ 4,035.50
8/16/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	2		\$ 248.00	\$ 4,283.50
8/16/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	2		\$ 10.00	\$ 4,293.50
8/17/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	2		\$ 248.00	\$ 4,541.50
8/17/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	2		\$ 10.00	\$ 4,551.50
8/18/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	2		\$ 248.00	\$ 4,799.50
8/18/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	2		\$ 10.00	\$ 4,809.50
8/19/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	1		\$ 124.00	\$ 4,933.50
8/19/2022	Nashville Ready Mix	Half Fibers	\$ 3.00	1		\$ 3.00	\$ 4,936.50
8/25/2022	Nashville Ready Mix	3413 LF5	\$ 123.00	2		\$ 246.00	\$ 5,182.50
8/25/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	3		\$ 15.00	\$ 5,197.50
8/25/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	1		\$ 124.00	\$ 5,321.50
8/26/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	2		\$ 248.00	\$ 5,569.50
8/26/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	2		\$ 10.00	\$ 5,579.50
8/29/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	2		\$ 248.00	\$ 5,827.50
8/29/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	2		\$ 10.00	\$ 5,837.50
8/31/2022	Nashville Ready Mix	4451 LF5	\$ 125.00	2		\$ 250.00	\$ 6,087.50
8/31/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	2		\$ 10.00	\$ 6,097.50
9/16/2022	Nashville Ready Mix	3500 CF5	\$ 124.00	2		\$ 248.00	\$ 6,345.50
9/19/2022	Nashville Ready Mix	3413 LF5	\$ 123.00	3		\$ 369.00	\$ 6,714.50
9/19/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	3		\$ 15.00	\$ 6,729.50
9/22/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	2.5		\$ 310.00	\$ 7,039.50
9/22/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	2.5		\$ 12.50	\$ 7,052.00
9/23/2022	Nashville Ready Mix	3500 CF5	\$ 124.00	2.5		\$ 310.00	\$ 7,362.00
9/23/2022	Nashville Ready Mix	Half Fibers	\$ 3.00	2.5		\$ 7.50	\$ 7,369.50
9/26/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	1		\$ 124.00	\$ 7,493.50
9/26/2022	Nashville Ready Mix	Half Fibers	\$ 3.00	1		\$ 3.00	\$ 7,496.50
9/27/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	1		\$ 124.00	\$ 7,620.50
9/27/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	1		\$ 5.00	\$ 7,625.50
9/28/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	2		\$ 248.00	\$ 7,873.50
9/28/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	2		\$ 10.00	\$ 7,883.50
10/3/2022	Nashville Ready Mix	3500 CF5	\$ 124.00	2		\$ 248.00	\$ 8,131.50
10/3/2022	Nashville Ready Mix	Half Fibers	\$ 3.00	2		\$ 6.00	\$ 8,137.50
10/4/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	2.5		\$ 310.00	\$ 8,447.50
10/4/2022	Nashville Ready Mix	Half Fibers	\$ 3.00	2.5		\$ 7.50	\$ 8,455.00
10/5/2022	Nashville Ready Mix	3500 CF5	\$ 124.00	1.5		\$ 186.00	\$ 8,641.00
10/5/2022	Nashville Ready Mix	Half Fibers	\$ 3.00	1.5		\$ 4.50	\$ 8,645.50
10/10/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	1		\$ 124.00	\$ 8,769.50
10/10/2022	Nashville Ready Mix	Half Fibers	\$ 3.00	1		\$ 3.00	\$ 8,772.50

COUNCIL COMMUNICATION

Meeting Date: 11/03/2022

Item Title: Zoning property along North Thompson Lane
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	<input checked="" type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Zone approximately 30 acres located along the east side of North Thompson Lane and along south side of West College Street.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning.
The Planning Commission recommended approval of the rezoning.

Background Information

New Vision Baptist Church presented a zoning application [2022-417] for approximately 30 acres located along the east side of North Thompson Lane to be rezoned from RS-15 (Single-Family Residential District 15) to CM (Medical District Commercial). The existing PSO (Planned Signage Overlay District) zoning on the church property will not be affected by this zoning request. During its regular meeting on September 7, 2022, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

Approval of the rezoning request will help facilitate the expansion of an existing institutional use. Institutional uses, such as places of worship, community facilities, and schools, are essential elements of a growing, vibrant community.

Establish Strong City Brand

The existing RS-15 zoning will not permit the height of the proposed building addition desired by the applicant. However, the property's existing RS-15 zoning is inconsistent with the existing Mixed Use, Commercial, and Industrial zoning in the surrounding area. In an effort to provide excellent customer service, consistent with the core values of the City, Staff recommended that the applicant pursue CM zoning as a means to achieve its desired outcome without the potential for the wide array of more intense permitted uses allowed in other commercial zoning districts.

Attachments:

1. Ordinance 22-OZ-39
2. Maps of the area
3. Planning Commission staff comments from 09/07/2022 meeting
4. Planning Commission minutes from 09/07/2022 meeting
5. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
SEPTEMBER 7, 2022**

PRINICIPAL PLANNER: MARGARET ANN GREEN

- 4.a. Zoning application [2022-417] for approximately 30 acres located at 1750 North Thompson Lane to be rezoned from RS-15 & PSO to CM and PSO, New Vision Baptist Church applicant.**

Introduction

The subject property is located at 1750 North Thompson Lane. The property has frontage along West Northfield Boulevard, North Thompson Lane and West College Street. It also shares a property line with Vanderbilt University's Children's clinic. The subject property is zoned RS-15 (Single-Family, Residential District) and PSO (Planned Signage Overlay District). The property is developed as an Institutional Group Assembly- New Vision Church. The properties to the east are zoned MU & GDO-3. The Stones River National Battlefield is to the west, just across North Thompson Lane. The West Fork Stones River and CSX railroad are located to the northeast.

The application is being made by the property owner, New Vision Baptist Church, and is to rezone the subject property from RS-15 (single-family residential) to CM (Medical District Commercial). The purpose of this rezoning request is to allow New Vision Baptist Church to expand its campus without the need to amend its Special Use Permit (SUP), as required under the RS-15 district. It will also allow the applicants to exceed the maximum building height permitted within the RS-15 district. The property will remain within the PSO.

CM District

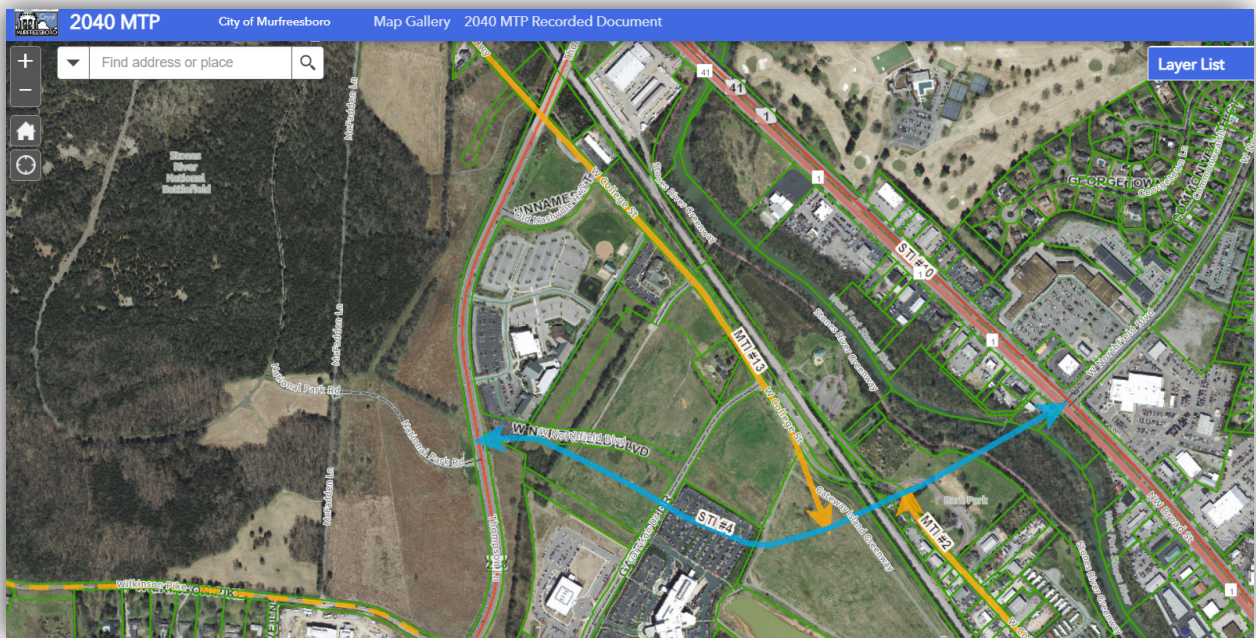
The purpose of the Medical District Commercial (CM) district is to provide a zoning category devoted primarily to health-related uses. This district is designed to permit the development, expansion and modernization of hospitals, clinics, medical laboratories, and medical offices. The minimum required front yard in the CM district is 30-feet, the minimum required side yard is 10-feet and rear yard is 20-feet. While CM is a zoning category more associated with health and medical office related uses, Chart 2 of the Zoning Ordinance does designate "Church" as a permitted use. The CM district allows the church campus to expand while also permitting a higher maximum building height than allowed in RS-15.

	RS-15	CM	Difference
Front setback	40	30	10
Side setback	12.5	10	2.5
Rear setback	30	20	10
Maximum height	35	60	-25

The maximum permitted height in the CM district is 60-feet. However, ornamental towers for churches in the RS-15, and CM zones permit a maximum height of 70-feet. Plans for ornamental towers shall be prepared by an engineer registered in the State of Tennessee and designed in accordance with the Standard Building Code. A copy of Chart 1 Uses Permitted by Zoning District is included in the agenda materials. Office uses in the CM Medical District Commercial shall be restricted to medical, dental, and other related professionals

Transportation, Parking and Access:

North Thompson Lane is a 5-lane Major arterial. West College Street is on the Major Transportation plan to be improved to a 3-lane roadway (MTI #13). A portion of STI#4 was built with the construction of West Northfield Boulevard. Wilkinson Pike is a substandard road and, on the City's, major transportation plan to be upgraded to a 3-lane roadway section (MTI # 6). The developer of this project is required to participate with road improvements in accordance with city policies.



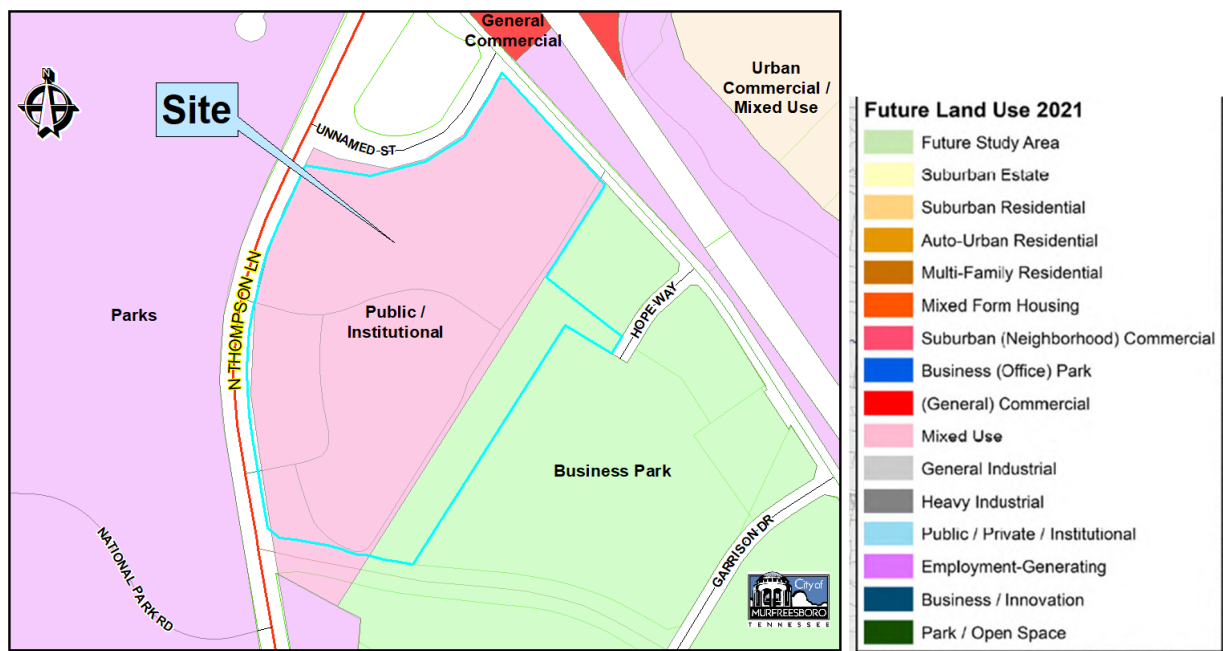
Future Land Use Map

The proposed *Murfreesboro 2035 Future Land Use Map* indicates that

Public/Institutional (PI) is most appropriate for the subject property. The property is consistent with the PI character.

This category encompasses major City, County, or State-owned facilities, plus other public and private buildings and sites with an institutional nature. This classification is also for development that supports municipal / regional special uses and functions. Development types include Public and private institutional uses (including collages, public or private schools – grades K-12, country clubs, clubs, religious facilities, recreational fields/facilities, historic structures, wetlands, and other resources), Hospitals and medical centers, and public and private cemeteries.

Proposed Future Land Use Map

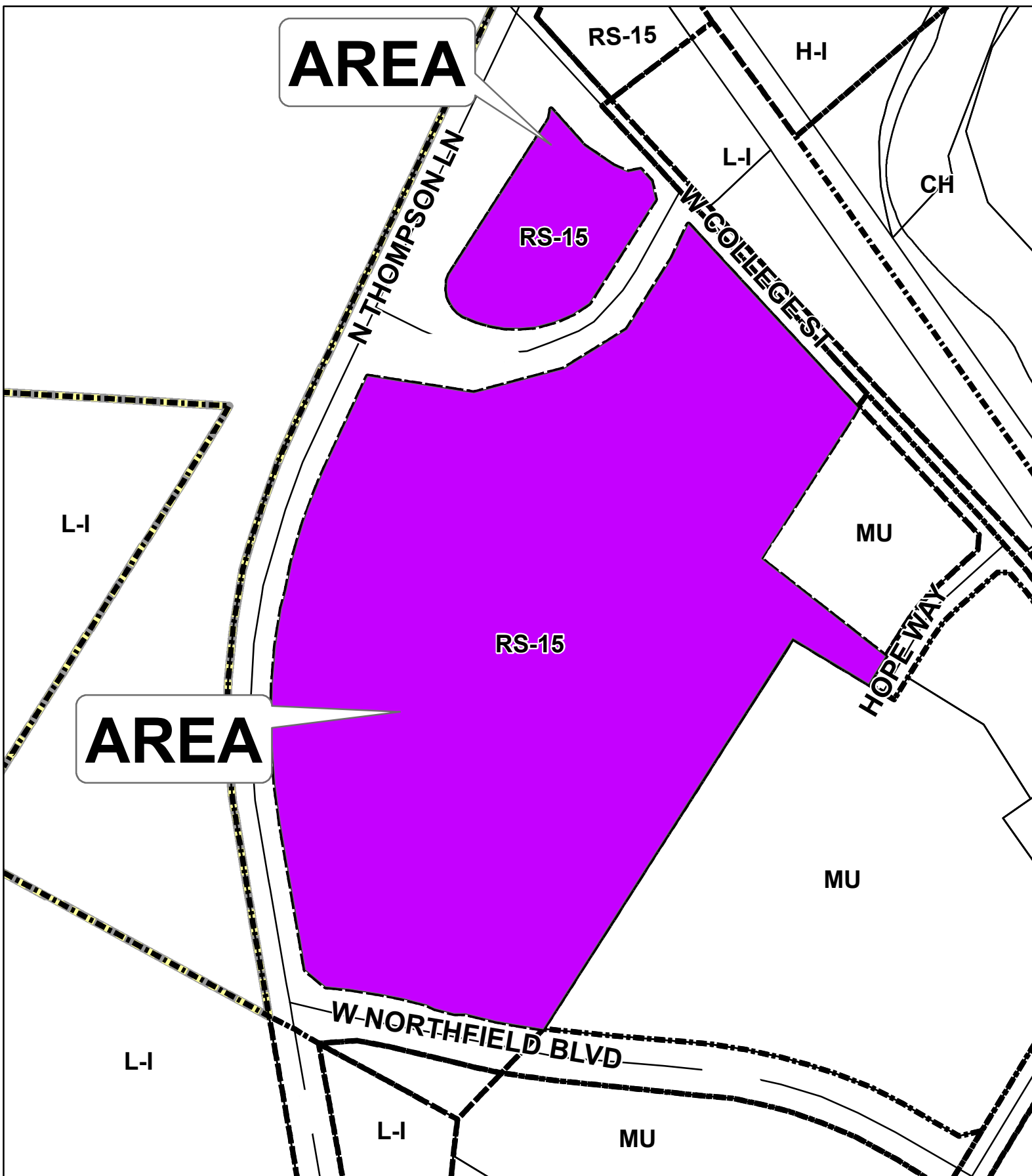


Recommendation:

Staff would like the Planning Commission to consider the following items in its review of this request:

1. The proposed rezone is consistent with the Future Land Use Map's Development Type and Character.

The applicant will be available at the Planning Commission meeting to discuss the proposed rezoning request. The Planning Commission will need to conduct a public hearing prior to forwarding a recommendation to the City Council.

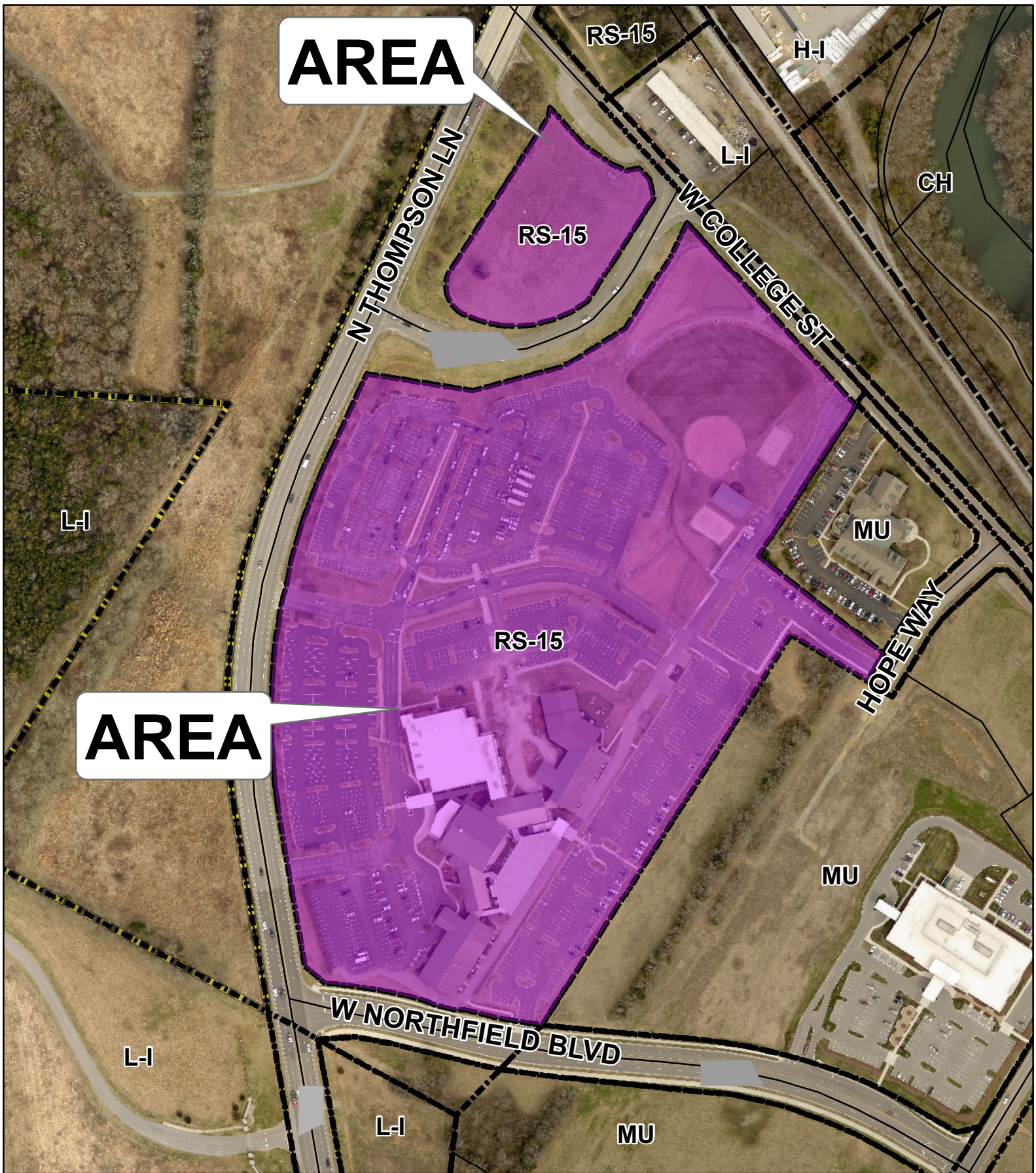


**Zoning Request for Property located
along North Thompson Lane
RS-15 to CM**

Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov

300 150 0 300 Feet





**Zoning Request for Property located
along North Thompson Lane
RS-15 to CM**

Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov

300 150 0 300 Feet



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X = Use permitted by right.

S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.

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Creating a better quality of life

City of Murfreesboro
Planning and Engineering Department
111 W. Vine Street, P.O. Box 1139
Murfreesboro, TN 37133-1139
(615) 893-6441 Fax (615) 849-2606
www.murfreesborotn.gov

Zoning & Rezoning Applications – other than rezoning to planned unit development	\$700.00
Zoning & Rezoning Applications – Planned Unit Development, initial or amended	\$950.00

Procedure for applicant:

The applicant must submit the following information to initiate a rezoning:

1. A completed rezoning application (below).
2. A plot plan, property tax map, survey, and/or a legal description of the property proposed for rezoning. (Please attach to application.)
3. A non-refundable application fee (prices listed above).

For assistance or questions, please contact a planner at 615-893-6441.

To be completed by applicant:

APPLICANT: Greg Freeman - New Vision Baptist Church

Address: 1750 N Thompson Lane **City/State/Zip:** Murfreesboro, TN 37129

Phone: 615-895-7167 **E-mail address:** Greg.Freeman@NewVisionLife.com

PROPERTY OWNER: New Vision Baptist Church

Street Address or property description: 1750 N Thompson Lane

and/or Tax map #: 79 **Group:** _____ **Parcel (s):** 071.01-000

Existing zoning classification: RS-15

Proposed zoning classification: CM **Acreage:** 30.03

Contact name & phone number for publication and notifications to the public (if different from the applicant): _____

E-mail: _____

APPLICANT'S SIGNATURE (required): _____

DATE: 7/7/2022

*****For Office Use Only*****

Date received: _____ **MPC YR.:** _____ **MPC #:** _____

Amount paid: _____ **Receipt #:** _____

Revised 7/20/2018



Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	264.32'	233.98'	64°43'30"	S84° 44' 58"E	250.49'	148.27'
C2	94.27'	63.73'	84°45'04"	N17° 55' 26"W	85.91'	58.14'
C4	202.22'	1005.00'	11°14'59"	S79° 56' 40"E	204.87'	102.97'
C3	114.41'	905.00'	07°14'36"	S79° 16' 33"E	114.34'	57.28'

LINE TABLE		
L1	N 10°53'38" E	19.46'
L2	S 40°55'51" E	99.42'
L3	S 56°16'09" E	34.88'
L4	S 56°18'32" E	35.44'
L5	S 66°07'04" E	31.03'
L6	N 82°54'40" E	21.19'
L7	N 61°07'16" E	4.53'
L8	S 41°37'58" E	31.42'
L9	S 52°00'50" E	51.59'
L10	S 31°46'32" W	64.00'
L11	S 75°56'24" E	45.11'
L12	S 90°00'00" E	20.58'
L13	S 75°56'24" E	40.25'
L14	S 60°35'18" E	16.92'
L15	S 48°56'40" E	52.23'

SITE DATA

DEED REF:	RB 1797, PG 2240 R.O.R.C., TN
TAX MAP, PARCEL:	Map 079, Parcel 71.02
DEED REF:	RB 645, PG 1876 R.O.R.C., TN
TAX MAP, PARCEL:	Map 079, Parcel 71.01

PLAT REF: PLAT BK 43, PG 137

ZONING: RS-15

SETBACKS: FRONT: 40'. SIDE: 12.5'. REAR: 30'

NEW VISION BAPTIST CHURCH OF
1750 N. THOMPSON LN.
MURFREESBORO, TN 37129

CONTACT:	GREG FREEMAN 615.895.7167
TOTAL SITE AREA:	30.03 AC.

FIRM PANEL NO.: This lot is included in areas designated as "Special Flood Hazard" on the National Flood Insurance Program community 470168, Map No. 47149C0260H, Zones X & AE Dated Jan. 5, 2007.
LOMR 09-04-3557P Dated 4/23/2010

LEGEND

Diagram illustrating the layout of the Iron Rod Found (IRF) and associated property lines. The diagram shows a horizontal line representing the Subject Property Line, with a Right-of-Way line below it. The Adjutor Tract is indicated by a dashed line. The Min Bldg Setback Line is shown at the bottom, with three specific setback points marked.

Certificate of Ownership and Dedication - I (we) hereby certify that I am (we are) the Owner(s) of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent and establish the minimum building restriction lines, and dedicate all streets, alleys, walks, and utilities therein, parks and other open spaces to public or private use as noted.

Date _____ Greg Freeman, Administrator
New Vision Baptist Church of Murfreesboro, Inc.

Record Book: 645 Page: 1876
Record Book: 1755 Page: 3928
Record Book: 1797 Page 2240

Certificate of Accuracy - I hereby certify that this is a category 1 survey and the ratio of precision of the unadjusted survey is 1:10,000 as shown hereon. I also certify that the monuments have been or will be placed as shown hereon in accordance with the specifications of the City Engineer.

2/4/2025
Date

Tennessee Reg. No.

Certificate of Approval for Recording - I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations for the City of Murfreesboro, Tennessee with the exception of such variances, if any, as are noted in the minutes of the Planning Commission and that it has been approved for recording in the office of the Rutherford County Register Of Deeds provided that it is so recorded within one year of this date.

Date _____ Planning Commission Secretary _____

Certificate of Approval for Streets and Drainage - I hereby certify that (1) the streets, drainage structures, drainage improvements, and stormwater quality controls for the subdivision shown hereon have been installed in accordance with city specifications, or (2) that a Surety of these improvements has been posed with the City of Murfreesboro to assure completion of same.

Date _____ City Engineer _____

PLAT NOTES

- [illegible]

Utility Disclaimer

Energy, Land and Infrastructure, LLC (ELI, LLC) has not physically located the underground utilities. Above grade and underground utilities shown were taken from visible appearances at the site, public records and/or maps prepared by others. ELI, LLC does not warrant that the above information is correct or that it represents all utilities in the area, whether or not the utility is active or abandoned. ELI, LLC further does not warrant that the underground utilities are in the exact location indicated. Therefore, reliance upon the type, size and location of utilities shown should be done so with this circumstance considered. Detailed verification of existence, location and depth also should be obtained from the appropriate utility company. If it is made, Availability and cost of service should be confirmed with the appropriate utility company. In Tennessee, it is a requirement, per The Underground Utility Damage Prevention Act, that anyone who engages in excavation must notify all known underground utility owner, no less than three (3) days and no more than (10) working days prior to the date of their excavation and also avoid any possible hazard or conflict.

Tennessee One Call 811.



LOCATION MAP

Certificate of Approval of Water Systems Located in the Water Service Jurisdiction of the City of Murfreesboro - I hereby certify that: (1) the water lines and appurtenances for the water system of the subdivision shown herein have been installed in accordance with city codes and specifications, or the specifications of the City of Murfreesboro, if they are more stringent, and (2) the Tennessee Department of Environment and Conservation, Community Public Water Systems Design Criteria, or (2) that a Surety for these improvements has been posted with the Consolidated Utility District of Rutherford County to assure completion of same.

Date _____ Murfreesboro Water Resources Office _____

Certificate of Approval of Sewer Systems - I hereby certify that: (1) the sewer lines and appurtenances for the sewer system of the subdivision shown hereon have been installed in accordance with city codes and specifications, and the requirements of the Tennessee Department of Environment and Conservation, Design Criteria for Sewage Works, or (2) that a Surety for these improvements has been posted with the City of Murfreesboro to assure completion of same, or (3) that a subsurface sewage system will be permitted subject to the approval of the Rutherford County Health Department.

Date _____ Murfreesboro Water Resources Official _____

Certificate of Approval for Electric Power - I hereby certify that the subdivision shown hereon have been approved by the Murfreesboro Electric Department (MED) for electric power service, that the subdivision is within the service area of MED, and that MED is able to provide electric power service to the subdivision subject to the Owner complying with the applicable rules and regulations of MED. No electric power service will be provided until MED's requirements for electric power service have been met.

Date _____ Murfreesboro Electric Department Official _____



Date of recording:

Time of recording:

Plat Book / Record book:

Page:

FINAL PLAT
MURFREESBORO GATEWAY
VANDERBILT SUBDIVISION,
2nd RESUBDIVISION OF LOT 3
9th CIVIL DISTRICT, RUTHERFORD COUNTY, TENNESSEE



EXT. ELEVATION NORTH - RENDER

SCALE
1/8" = 1'-0"

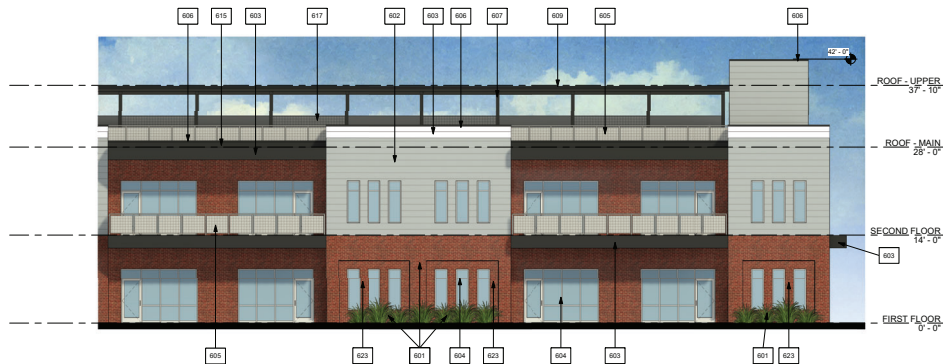
1



EXT. ELEVATION WEST - RENDER PART A

SCALE
1/8" = 1'-0"

2



EXT. ELEVATION WEST - RENDER PART B

SCALE
1/8" = 1'-0"

3

ELEVATION LEGEND

123 KEYNOTE

EXTERIOR MATERIAL PERCENTAGES

NORTH ELEVATION GROUND FLOOR ONLY
BRICK OR STONE - 348 SF = 64.7%
TRIM - 45 SF = 8.5%
GLASS OR VOIDS - 609 SF = 46.48%
TOTAL WALL = 1,012 SF

TOTAL NORTH WALLS OF NEW BUILDING
BRICK OR STONE - 1,314 SF = 37.38%
METAL SIDING - 463 SF = 26.88%
TRIM - 255 SF = 7.69%
GLASS OR VOIDS - 1,121 SF = 34.52%
TOTAL WALL = 3,247 SF

WEST ELEVATION GROUND FLOOR ONLY
BRICK OR STONE - 1,314 SF = 37.38%
METAL SIDING - 463 SF = 26.88%
TRIM - 255 SF = 7.69%
GLASS OR VOIDS - 1,121 SF = 34.52%
TOTAL WALL SURFACE = 2,847 SF

TOTAL WEST WALLS OF NEW BUILDING
BRICK OR STONE - 1,314 SF = 37.38%
METAL SIDING - 463 SF = 26.88%
TRIM - 255 SF = 7.69%
GLASS OR VOIDS - 1,121 SF = 34.52%
TOTAL WALL SURFACE = 5,188 SF

ELEVATION KEY NOTES

- BRICK WALL VENEER COLOR TO MATCH EXISTING RED BRICK
- METAL HORIZONTAL WALL PANELS, PRE-FINISHED 2 COLORS, LIGHT GREY (MAIN), WHITE (TOP) (TYPE)
- COMPOSITE METAL PASCAL PANELS, PRE-FINISHED, COLOR DARK BRONZE
- STITCHED PANEL, COLOR FRAME SYSTEM CLEAR ANODIZED ALUMINUM FRAMES
- METAL QUADRANT SYSTEM 3" X 3" HEIGHT WITH ADJACENT METAL GRID PANELS, PRE-FINISHED, COLOR DARK BRONZE, PORTS AT 4" X 4" WALL ATTACHED TO FLOOR, RAFTER STRUCTURE, SEAL, PENETRATION PLASTER/STUCCO
- METAL PARAPET CORNER CAP, PRE-FINISHED, COLOR DARK BRONZE, ROOF VENEER WRAPPED, ROOF/STAIR
- ROOF PARAPET CANTILEY STRUCTURE, COLOR BRICK, SEAL AT PENETRATION OF ROOF VENEER FOR WATERPROOF CONDITION
- METAL ROOF COVER, PRE-FINISHED, COLOR DARK BRONZE
- METAL FLASHING, PRE-FINISHED, COLOR DARK BRONZE, WHERE ROOF SYSTEM MEETS WALL, BRICK OR STONE VENEER
- EXISTING BUILDING
- METAL ROOF PANELS ATTACHED TO RAILWAY COLUMNS, ALTERNATE SOLID AND PERFORATED AT EACH COLUMN BAY, 4" X 8" PANEL, 6" SAP AT BOTTOM, PRE-FINISHED, COLOR DARK BRONZE
- METAL ROOF PANELS, SYSTEM OVER SUBSTRATE AND ROOF FRAMING OVER EXISTING BUILDING STRUCTURE, MATCH EXISTING ROOF PANELS, HERSE WITH EXISTING ROOF PANELS FOR WATERPROOF CONDITION
- CAST STONE BLOCK VENEER, MAIN SIZE 12" X 24" LIGHT GRAY/CREAM COLOR
- 1/2" CAST STONE BANDS TO MATCH STONE SHADES
- RECESSED BRICK VENEER, VOID PORTION, SAME COLOR AS MAIN BRICK



Seal
PRELIMINARY
NOT FOR
CONSTRUCTION

Consultant

REVISIONS

NO.	DATE	COMMENT

NEW VISION BAPTIST CHURCH
PHASE 3 - GROUPS BUILDING
1750 N. THOMPSON LANE, MURFREESBORO, TN 37129
RENDERED ELEVATIONS - NORTH AND WEST

DESIGN TEAM

Designed By CC
Drawn By TEAM
Checked By RT
Approved By RT

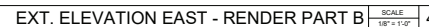
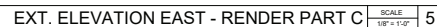
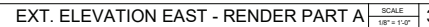
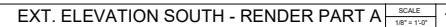
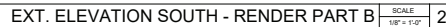
Project No. 21672

Date 6/10/2022

Project Status
SITE PLAN APPROVAL SET

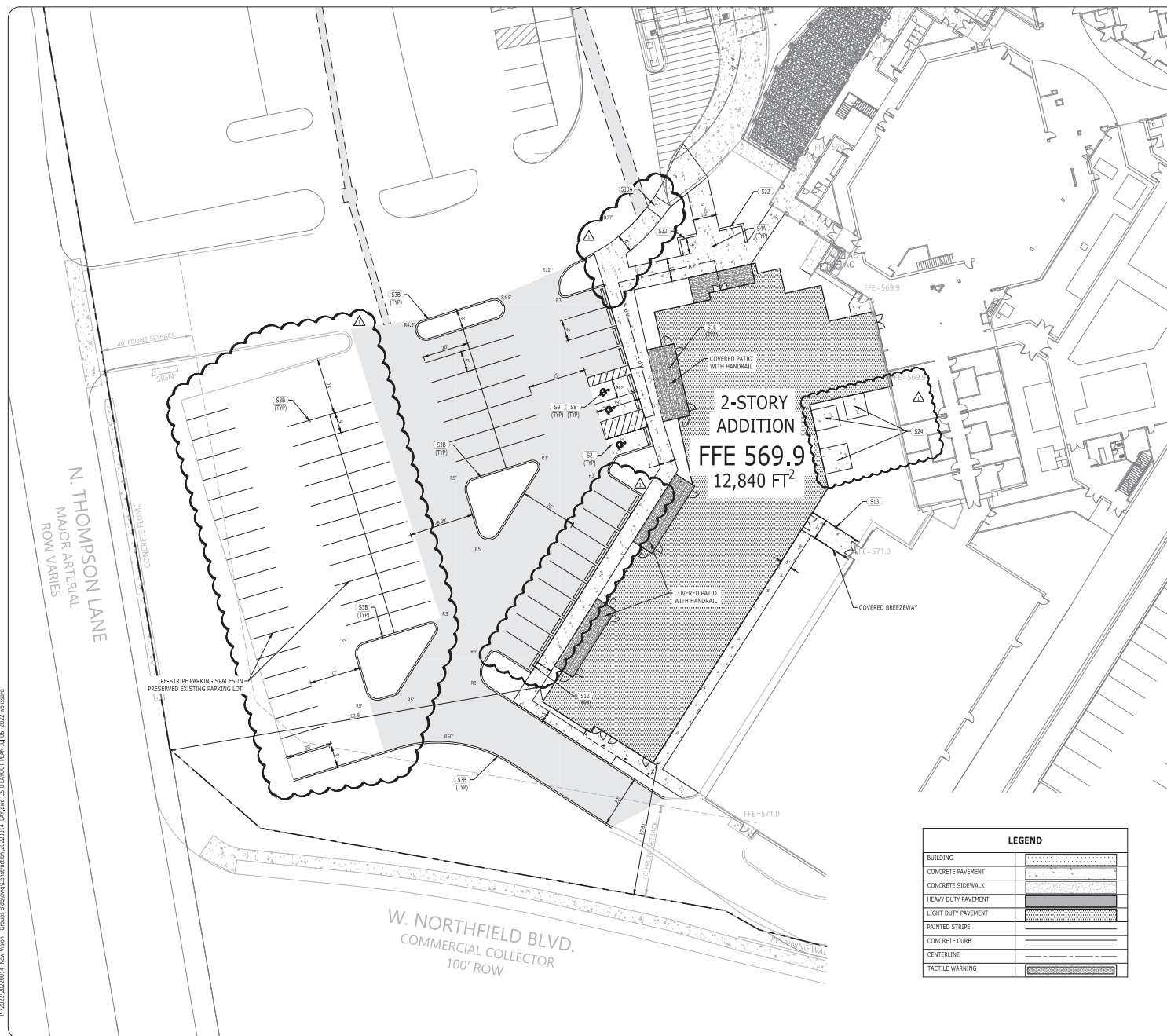
RENDERED
ELEVATIONS - NORTH
AND WEST

A6.3



A6.4





SITE LAYOUT KEYNOTES		
CODE	DESCRIPTION	DET # /SHT
\$1A	ASPHALT PAVEMENT – LIGHT DUTY	
\$1B	ASPHALT PAVEMENT – HEAVY DUTY	
\$1C	ASPHALT PAVEMENT – OVERLAY	
\$2	CONCRETE PAVEMENT	
\$3A	CONCRETE POST CURB	
\$3B	CONCRETE EXTRUDED CURB	
\$3C	CONCRETE CURB & GUTTER	
\$4A	CONCRETE SIDEWALK	
\$4B	CONCRETE SIDEWALK WITH TURN DOWN CURB	
\$4C	CONCRETE SIDEWALK AT CURB & GUTTER	
\$5	SIDEWALK JOINTS	
\$6A	CONCRETE STAIRS WITH HANDRAIL	
\$6B	CONCRETE STAIRS WITH HANDRAIL/GUARDRAIL	
\$7	ELEVATED WALK	
\$8	ACCESSIBLE SYMBOL	
\$9	ACCESSIBLE PARKING SPACE	
\$10A	ACCESSIBLE RAMP	
\$10B	ACCESSIBLE WINGED RAMP	
\$11	TACTILE WARNING SURFACE	
\$12	CONCRETE WHEELSTOP	
\$13	RAMP WITH HANDRAIL	
\$14	BOLLARD	
\$15	UTILITY PAD	
\$16	STAMPED CONCRETE	
\$17	DRIVEWAY RAMP	
\$18	DIRECTIONAL ARROWS	
\$19	PEDESTRIAN CROSSWALK	
\$20A	CHAIN LINK FENCE (SPECIFY HEIGHT)	
\$20B	WOODEN SCREEN FENCE (SPECIFY HEIGHT)	
\$21A	GUARDRAIL	
\$21B	GUARDRAIL WITH HANDRAIL	
\$22	SEAT WALL	
\$23	PAINTED STOP BAR (SPECIFY WIDTH)	
\$24	CONCRETE MECHANICAL EQUIPMENT PAD	

SITE DATA

TAX MAP: 79
PARCEL ID.: 71.01
SITE ADDRESS: 1750 N. THOMPSON LANE
MURFREESBORO, TN 37129
SITE ACREAGE: 27.7 AC.,
EXISTING ZONING: RS-15
PROPOSED USE: CHURCH; CLASSROOMS

PROPOSED BUILDING: 25,680 GROSS SQUARE FEET

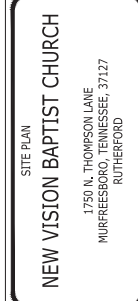
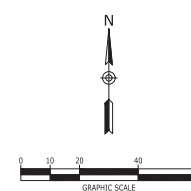
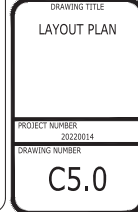
PARKING SUMMARY	
PARKING REQUIRED:	1 SPACE PER 8 SEATS IN LARGEST GATHERING AREA
(PARKING REQUIREMENTS)	1,600 SEAT WORSHIP CENTER
	200 SPACES REQUIRED

PARKING PROVIDED:	
EXISTING:	1378 SPACES
DEMOED:	-112 SPACES
PROPOSED:	<u>469 SPACES</u>
TOTAL:	1335 SPACES PROVIDED

ADDRESS: NEW VISION BAPTIST CHURCH
1750 THOMPSON LANE
MURFREESBORO, TN 37129
PHONE NO.: 615-895-7167
CONTACT NAME: GREG FREEMAN
CONTACT E-MAIL ADDRESS: greg.freeman@newvisionlife.com

PROJECT REPRESENTATIVE: CATALYST DESIGN GROUP
ADDRESS: 1524 WILLIAMS DRIVE, SUITE 201
MURFREESBORO, TN 37129
PHONE NO.: 615-622-7200
CONTACT NAME: JACK PARKER
CONTACT E-MAIL ADDRESS: jparker@catalyst-da.com

LEGEND	
BUILDING	
CONCRETE PAVEMENT	
CONCRETE SIDEWALK	
HEAVY DUTY PAVEMENT	
LIGHT DUTY PAVEMENT	
PAINTED STRIPE	
CONCRETE CURB	
CENTERLINE	
TACTILE WARNING	

[illegible]



April 28, 2022

Catalyst Design Group
c/o Caitlin Paul
1524 Williams Drive, Suite 201
Murfreesboro, TN 37129

RE: Z-22-008 – 1750 North Thompson Lane

Dear Ms. Paul:

Please be advised that at its regular meeting held on April 27, 2022, the Murfreesboro Board of Zoning Appeals (BZA) voted to approve your request for a Special Use Permit for property located at 1750 North Thompson Lane, zoned in a Single-Family Residential District (RS-15), with the following conditions:

1. The special use permit approval is for an approximately 25,680 square foot addition onto the existing church, and for modifications to the parking lot areas in front of the new addition.
2. A site plan must be submitted for review and approval, subject to the municipal code and the Murfreesboro Design Guidelines.
3. This special use permit approval shall include, by this reference, all previous conditions of approval for the operation of an assembly (church) use on the subject property and previously permitted exceptions from the zoning ordinance, with the variances granted by the BZA on December 18th, 2014 (File Number: Z-14-070).

Please keep a copy of this letter as evidence of the approval. If you have any questions, please contact me at (615) 893-6441.

Sincerely,

Joel Aguilera

Joel Aguilera
Planner

cc: Building and Codes Department
Tax Department

sh

MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 7, 2022

6:00 P.M.

CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Jami Averwater
Warren Russell
Chase Salas
Shawn Wright

STAFF PRESENT

Greg McKnight, Planning Director
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Joel Aguilera, Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Sam Huddleston, Executive Dir. Dev't Services

1. Call to order.

Chair Kathy Jones called the meeting to order at 6:00 p.m.

2. Determination of a quorum.

Chair Kathy Jones determined that a quorum was present.

3. Approve minutes of the August 17, 2022, Planning Commission meeting.

Ms. Jami Averwater moved to approve the minutes of the August 17, 2022, Planning Commission meeting; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Warren Russell

Chase Salas

Shawn Wright

Nay: None

MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 7, 2022

4. Public Hearings and Recommendations to City Council:

Zoning application [2022-417] for approximately 30 acres located at 1750 North Thompson Lane to be rezoned from RS-15 & PSO to CM & PSO, New Vision Baptist Church applicant. Ms. Margaret Ann Green & Mr. Joel Aguilera presented the Staff

Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the zoning application; therefore, Chair Kathy Jones closed the public hearing.

There being no further discussion, Vice-Chairman Ken Halliburton moved to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Jami Averwater and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Warren Russell

Chase Salas

Shawn Wright

Nay: None

Zoning application [2022-420] for approximately 22 acres located at 1925 & 1927 Memorial Boulevard to be rezoned from RS-15 to PUD (5.4 acres) and to amend the Adams Place PUD (16.6 acres), AdamsPlace, LLC applicant. Ms. Margaret Ann Green presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

ORDINANCE 22-OZ-39 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 30 acres located at 1750 North Thompson Lane from Single-Family Residential Fifteen (RS-15) District and Planned Signage Overlay (PSO) District to Medical District – Commercial (CM) District and Planned Signage Overlay (PSO) District; New Vision Baptist Church, applicant, [2022-417].

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to rezone the territory indicated on the attached map.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Medical District – Commercial (CM) District and Planned Signage Overlay (PSO) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____
2nd reading _____

Shane McFarland, Mayor

ATTEST:

Jennifer Brown
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

43A2035E51F0401...
Adam F. Tucker
City Attorney

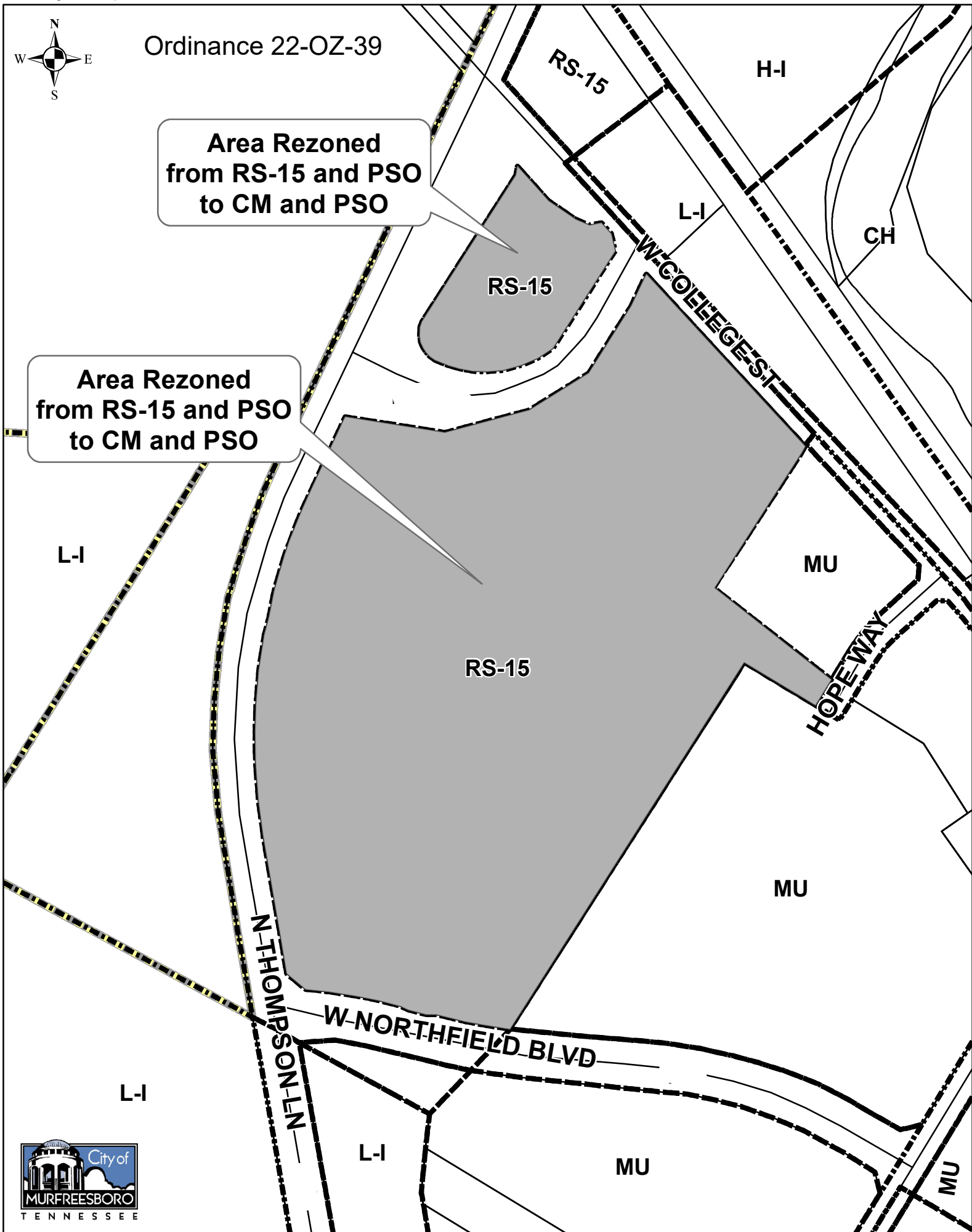
SEAL



Ordinance 22-OZ-39

**Area Rezoned
from RS-15 and PSO
to CM and PSO**

**Area Rezoned
from RS-15 and PSO
to CM and PSO**



COUNCIL COMMUNICATION

Meeting Date: 11/03/2022

Item Title: Zoning property along Burnt Knob Road
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	<input checked="" type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Zone approximately 116.7 acres located along the south side of Burnt Knob Road and along the west side of Blackman Road.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning.
The Planning Commission recommended approval of the rezoning.

Background Information

The Administration Department presented a zoning application [2022-416] for approximately 116.7 acres located along the south side of Burnt Knob Road to be rezoned from P (Park District) to CH (Highway Commercial District) and GDO-1 (Gateway Design Overlay District 1). During its regular meeting on September 7, 2022, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

The Veterans Parkway/I-840 interchange is envisioned as an important “gateway” for the City with great economic development potential. Zoning the property to CH will entitle the property to be developed with a variety of commercial uses, readying the property for future economic development projects, rather than having a potential economic development opportunity wait for the property to be rezoned.

Establish Strong City Brand

This interchange is a highly visible location to residents and visitors alike, and the City understands its importance to the community. The GDO-1 overlay will ensure high quality design at this important interchange.

Attachments:

1. Ordinance 22-OZ-40

2. Maps of the area
3. Planning Commission staff comments from 09/07/2022 meeting
4. Planning Commission minutes from 09/07/2022 meeting

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
SEPTEMBER 7, 2022
PROJECT PLANNER: MARINA RUSH**

4.c. Zoning application [2022-416] for approximately 116.7 acres located along Burnt Knob Road, Blackman Road, and Vaughn Road to be rezoned from P to CH and GDO-1, City of Murfreesboro Administration Department applicant.

The applicant is the City of Murfreesboro Administration Department and is proposing to rezone the City property located along Burnt Knob Road, Blackman Road, and Vaughn Road and north of I-840, from Park (P) to Commercial Highway (CH) and Gateway Design Overlay-1 (GDO-1) district. The property tax map number is Map 78, Parcel 32.00.

On June 23, 2022, the Murfreesboro City Council voted to approve an exchange of this property with Middle Tennessee Electric (MTE) with the MTE-owned property located along Veterans Parkway, approximately one mile south of the Veterans Parkway/I-840 interchange. The current MTE-owned property will be the subject of a separate rezoning request, which would allow for uses such as a city park and other public facilities.

The purpose of the rezoning from P to CH is because the property location, being highly visible from I-840 and adjacent to the Veterans Parkway exit, would be a good opportunity for a future corporate headquarters and future business development and less suited for a city park due to the lack of city residential property in general proximity to the site. The purpose of the rezoning to GDO-1 is to ensure any future development on the property will be subject to high quality site and building design and to regulate the uses that can be established there based on the long held vision of Veterans Parkway Interchange as an entryway into the west part of Murfreesboro. It is consistent with previous GDO-1 rezoning approvals near the Interchange. The proposed rezoning makes it well suited for economic development that would also benefit the community.

On August 30, 2022, the City and MTE held a community outreach meeting regarding the rezoning requests and associated property swap. It was located at Fire Station No. 11 at 5:30 PM and was well attended.

Adjacent Zoning and Land Uses

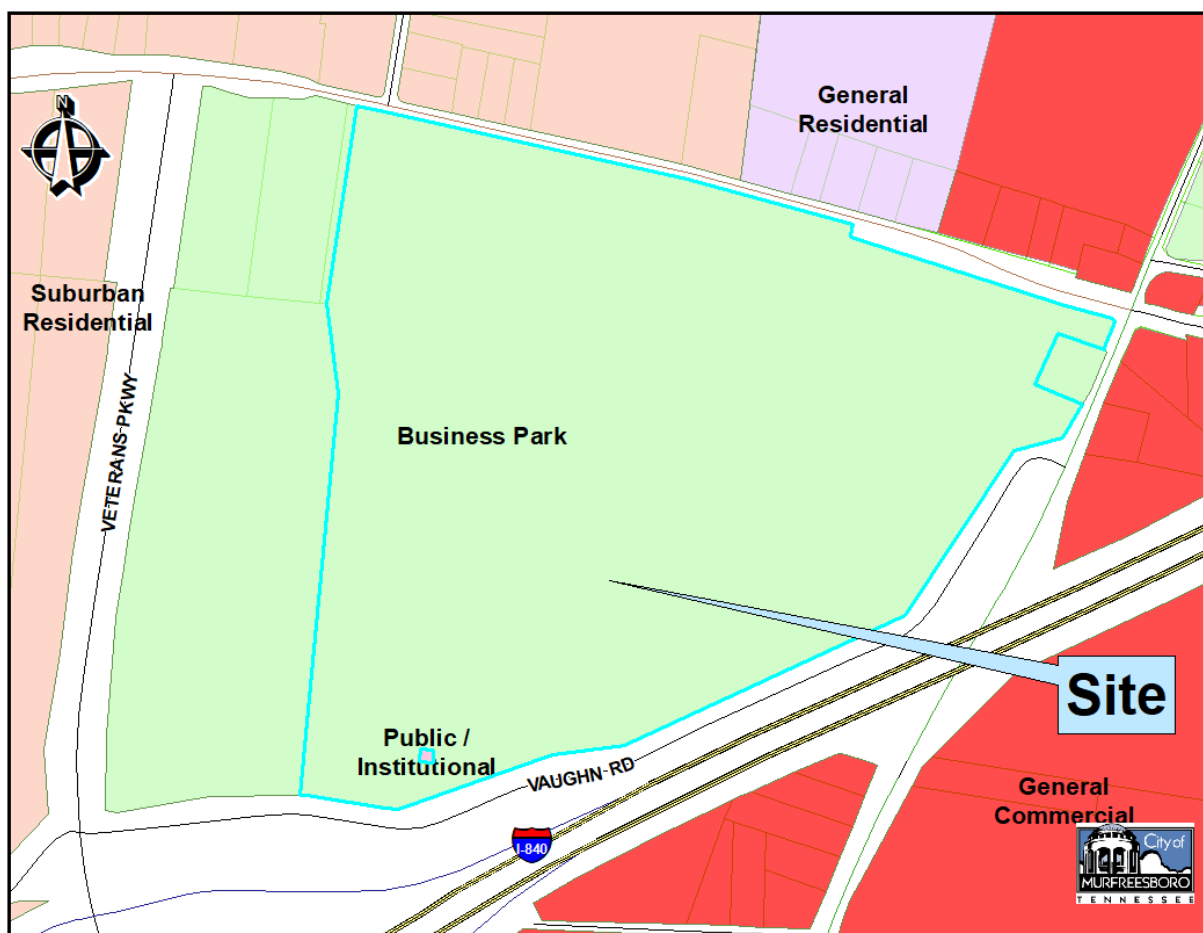
In 2021 in anticipation of future development and employment opportunities at the interchange of Veterans Parkway and I-840 and the desire of the City for future development in this overall area to be of a high quality, the parcels to the west of the subject property were rezoned to add the GDO-1 overlay to the CH base zoning district. One parcel is zoned RS-15 and developed with a single family residence.

The properties located to the south, south of I-840, are currently zoned CH and in the process of being rezoned to add the GDO-1 overlay district. The properties are agricultural/farmland and vacant undeveloped sites. Likewise, the parcels to the west are agricultural/farmland and vacant lots. The properties to the north and east are in the unincorporated Rutherford County and zoned RM (Residential Medium Density) and IN (Institutional); several lots are developed with single family residences. The property further to the north is zoned RM and is vacant agricultural land.

Future Land Use Map

The current adopted Murfreesboro 2035 Comprehensive Plan Future Land Use Map (FLUM), which was approved in 2017, designates the subject property as “Business Park” as the most appropriate land use character for the project area. Business Park is typically a professional office setting, technology, research and development or other similar industry that are enhanced by good transportation nodes and visibility. This land use character typically includes larger lot sizes (50-250 acres), large green spaces with interconnectivity, and enhanced site, landscaping and building design.

Murfreesboro 2035 Comprehensive Plan Future Land Use Map (excerpt)

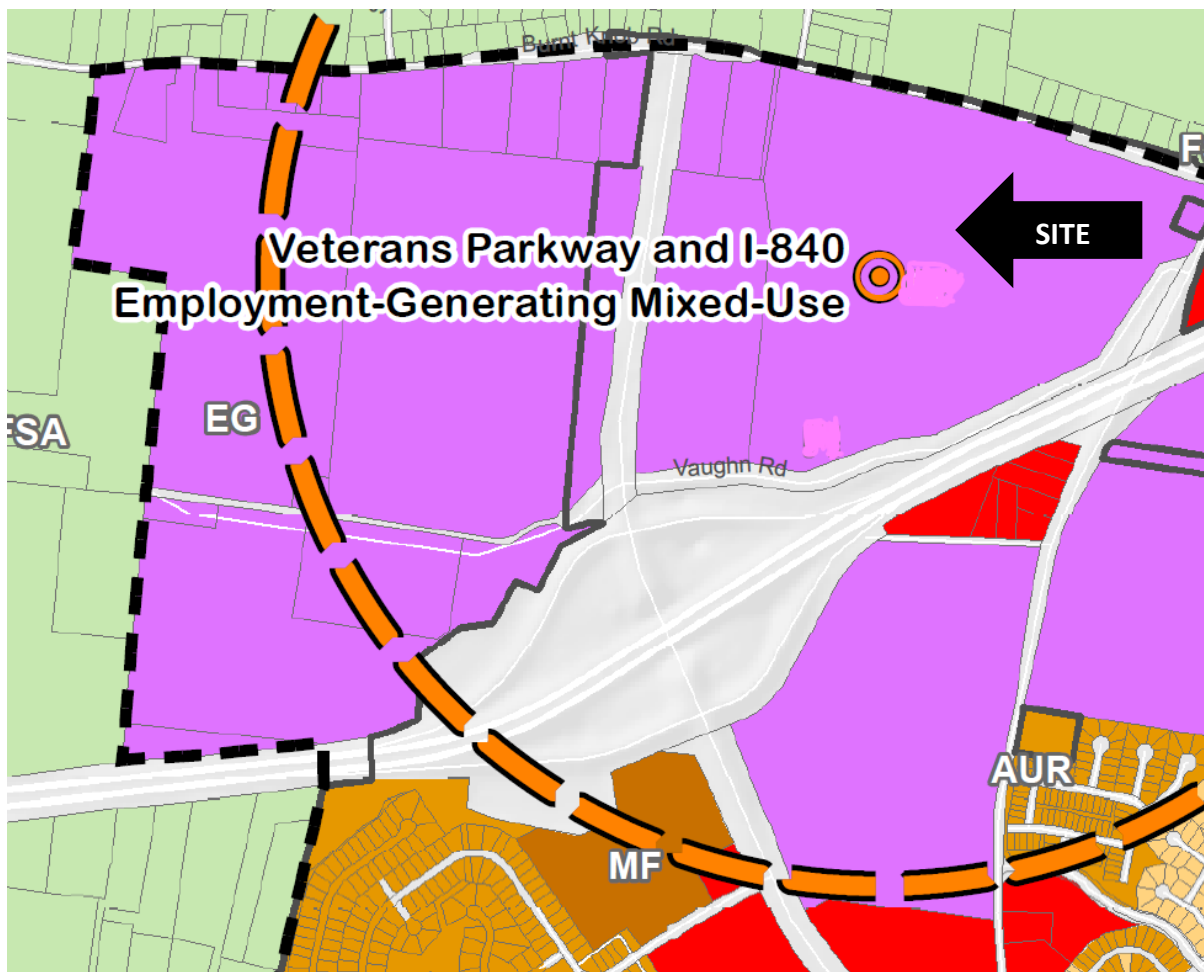


In addition, the proposed update to the Murfreesboro 2035 Comprehensive Plan - FLUM (excerpt of map below) indicates that Employment Generating (EG) is the most appropriate land use character for the 116-acre property. EG is a new land use category within the proposed update, and its characteristics include:

- Create and foster employment generating uses such as, office-oriented jobs including headquarters, regional operations centers, research, and development, medical, sports tourism, digital arts, tech-based innovation, and other types that would be reasonably considered professional, technical, and innovative.
- Master planning sites to provide a plan that will encourage flexibility and creativity in the design and development.
- Job creation must be in place prior to the development of residential.

In this case, MTE may market the site for economic development uses or as corporate headquarters. The proposed CH and GDO-1 zoning are consistent with the EG land use characteristics.

Proposed Murfreesboro 2035 Comprehensive Plan - Future Land Use Map
(excerpt)



It is staff's opinion that the proposed rezoning request for CH and GDO-1 is consistent with both the current FLUM land use designation of Business Park and the proposed FLUM update with the new land use designation of Employment Generating because it would encourage high quality development and employment generating land uses.

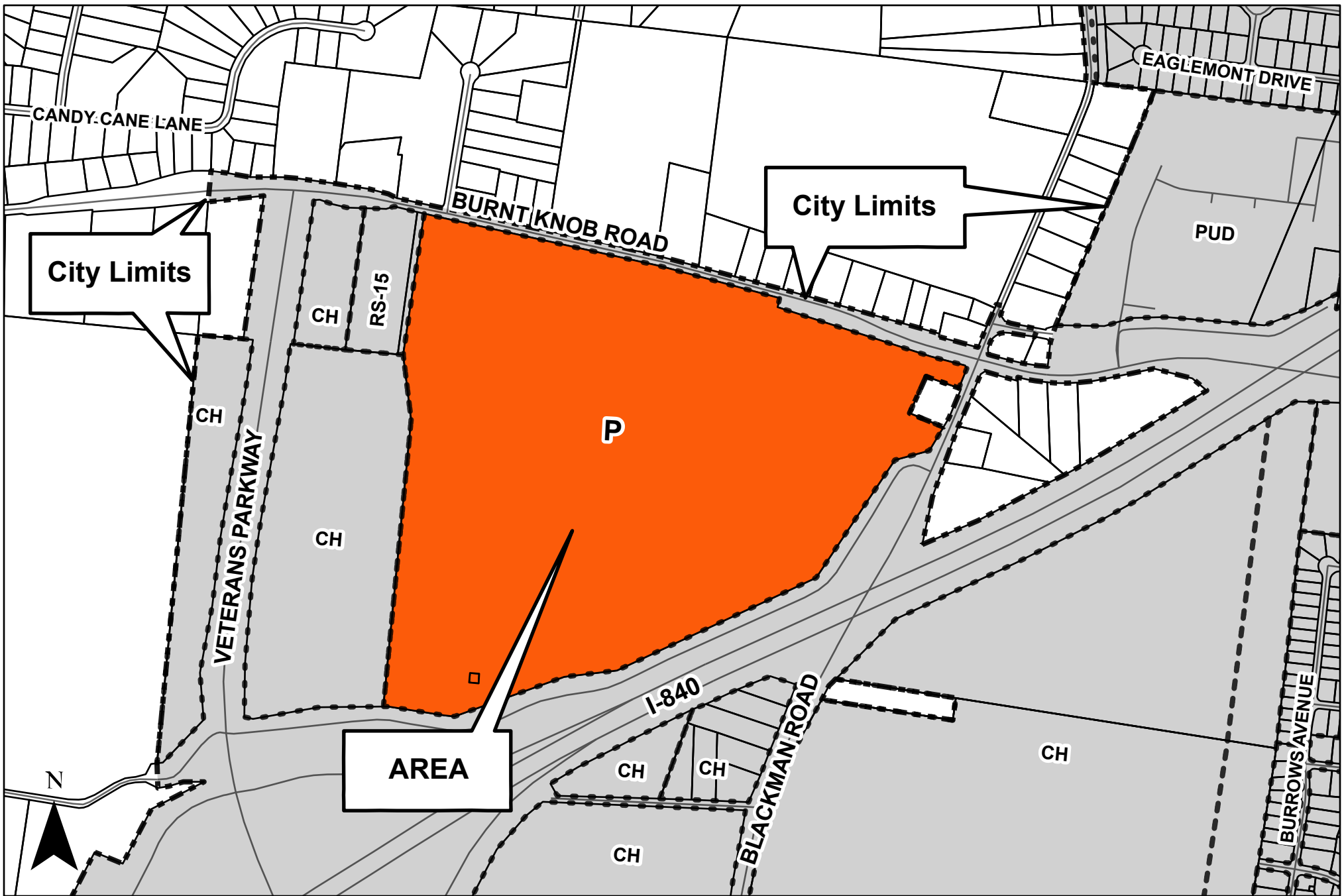
Recommendation:

Staff is supportive of this rezoning request for the following reasons:

- 1) CH and GDO-1 zoning promotes the types of land uses proposed in the Future Land Use Map's recommended land use character designations of Business Park as well as Employment Generating.
- 2) GDO-1 zoning would help ensure high quality design and site planning for the property and to help regulate the uses that can be established.
- 3) CH and GDO-1 zoning would be consistent with existing zoning at this interchange, including properties to the north and south of the I-840 and Veterans Parkway interchange that are also zoned CH and GDO-1.

Action needed

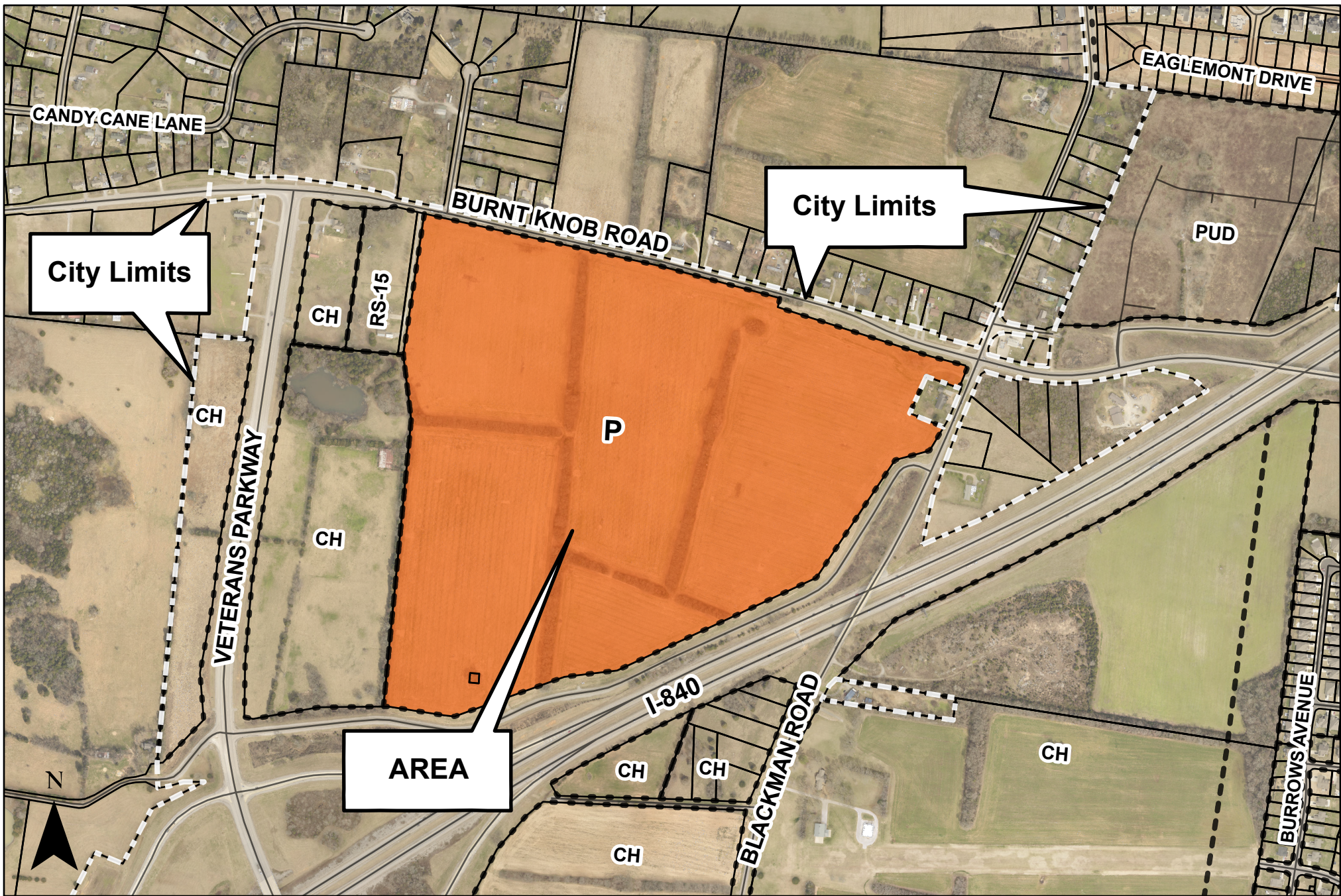
The Planning Commission will need to conduct a public hearing, after which it will need to formulate a recommendation to the City Council.



Rezoning request for property along Burnt Knob Road P to CH & GDO-1

0 500 1,000 2,000 3,000
US Feet

Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov



Rezoning request for property along Burnt Knob Road
P to CH & GDO-1

0 500 1,000 2,000 3,000 US Feet

Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov



City of Murfreesboro
Planning and Engineering Department
111 W. Vine Street, P.O. Box 1139
Murfreesboro, TN 37133-1139
(615) 893-6441 Fax (615) 849-2606
www.murfreesborotn.gov

Creating a better quality of life

Zoning & Rezoning Applications – other than rezoning to planned unit development	\$700.00
Zoning & Rezoning Applications – Planned Unit Development, initial or amended	\$950.00

Procedure for applicant:

The applicant must submit the following information to initiate a rezoning:

1. A completed rezoning application (below).
2. A plot plan, property tax map, survey, and/or a legal description of the property proposed for rezoning. (Please attach to application.)
3. A non-refundable application fee (prices listed above).

For assistance or questions, please contact a planner at 615-893-6441.

To be completed by applicant:

APPLICANT: City of Murfreesboro Administration Dept.

Address: 111 W. Vine St. City/State/Zip: Murfreesboro, TN 37130

Phone: 615-893-6441 E-mail address: shuddleston@murfreesborotn.gov

PROPERTY OWNER: City of Murfreesboro

Street Address or property description: Along Burnt Knob Rd & Blackman Rd.

and/or Tax map #: 078 Group: — Parcel (s): 32.00

Existing zoning classification: P

Proposed zoning classification: CH & GDD-1 Acreage: 116.7

Contact name & phone number for publication and notifications to the public (if different from the applicant): Sam Huddleston, Executive Director Dev't Services

E-mail: shuddleston@murfreesborotn.gov

APPLICANT'S SIGNATURE (required): Sam Huddleston

DATE: 6/24/2022

*****For Office Use Only*****

Date received: _____ MPC YR.: _____ MPC #: _____

Amount paid: _____ Receipt #: _____

MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 7, 2022

6:00 P.M.

CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Jami Averwater
Warren Russell
Chase Salas
Shawn Wright

STAFF PRESENT

Greg McKnight, Planning Director
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Joel Aguilera, Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Sam Huddleston, Executive Dir. Dev't Services

1. Call to order.

Chair Kathy Jones called the meeting to order at 6:00 p.m.

2. Determination of a quorum.

Chair Kathy Jones determined that a quorum was present.

3. Approve minutes of the August 17, 2022, Planning Commission meeting.

Ms. Jami Averwater moved to approve the minutes of the August 17, 2022, Planning Commission meeting; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Warren Russell

Chase Salas

Shawn Wright

Nay: None

MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 7, 2022

Zoning application [2022-416] for approximately 116.7 acres located along Burnt Knob Road, Blackman Road, and Vaughn Road to be rezoned from P to CH and GDO-1, City of Murfreesboro Administration Department applicant. Ms. Marina

Rush presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Sam Huddleston, Executive Director of Development Services, gave a PowerPoint presentation regarding the request.

Chair Kathy Jones opened the public hearing.

1. **Ms. Alice Hilton, 122 Gritton Court** – voiced her concerns with the proposed swap of property for the park that would no longer be near her residence.
2. **Mr. John Batey** – said that he understands the City must make changes, but he wants to make certain this property stays as a park.

Chair Kathy Jones closes the public hearing.

There being no further discussion, Mr. Shawn Wright moved to approve the zoning application; the motion was seconded by Mr. Warren Russell and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Warren Russell

Chase Salas

Shawn Wright

Nay: None

ORDINANCE 22-OZ-40 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 116.7 acres along Burnt Knob Road, Blackman Road, and Vaughn Road from Park (P) District to Commercial Highway (CH) District and Gateway Design Overlay One (GDO-1) District; City of Murfreesboro Administration Department, applicant, [2022-416].

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to rezone the territory indicated on the attached map.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Commercial Highway (CH) District and Gateway Design Overlay One (GDO-1) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

ATTEST:

Jennifer Brown
City Recorder

Shane McFarland, Mayor

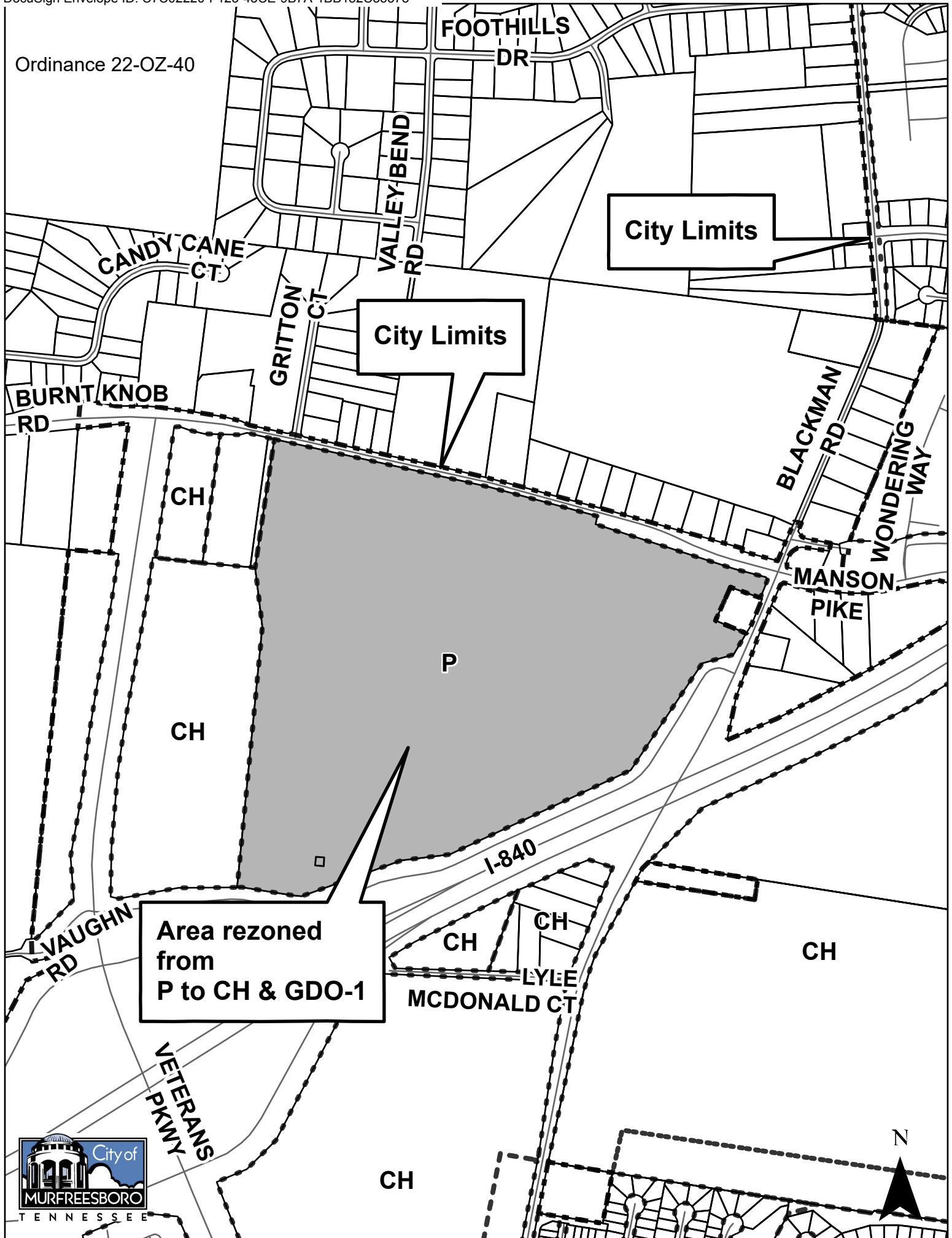
APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

43A2035E51F8401...
Adam F. Tucker
City Attorney

SEAL

Ordinance 22-OZ-40



COUNCIL COMMUNICATION

Meeting Date: 11/03/2022

Item Title: Zoning property along Veterans Parkway
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	<input checked="" type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Zone approximately 149 acres located along the east side of Veterans Parkway.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning.
The Planning Commission recommended approval of the rezoning.

Background Information

The Administration Department presented a zoning application [2022-418] for approximately 149 acres located along the east side of Veterans Parkway to be rezoned from PCD (Planned Commercial District) to CH & GDO-1 (Commercial Highway District and Gateway Design Overlay District 1; approximately 26.5 acres); CF (Commercial Fringe District; approximately 30.5 acres); and P (Park District; approximately 92 acres). During its regular meeting on September 7, 2022, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Expand Infrastructure

The rezoning of this property will put the appropriate zoning in place for the City to potentially develop a variety of public facilities.

Establish Strong City Brand

The zoning and acquisition of this property demonstrates the City's commitment to providing public facilities to serve residents on the west side of Murfreesboro.

Attachments:

1. Ordinance 22-OZ-41
2. Maps of the area
3. Planning Commission staff comments from 09/07/2022 meeting
4. Planning Commission minutes from 09/07/2022 meeting

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
SEPTEMBER 7, 2022
PROJECT PLANNER: MARINA RUSH**

- 4.d. Zoning application [2022-418] for approximately 149 acres located along Veterans Parkway to be rezoned from PCD to CH and GDO-1 (approximately 26.5 acres), CF (approximately 30.5 acres) and P (approximately 92 acres), City of Murfreesboro Administration Department applicant.**

The applicant, City of Murfreesboro Administration Department, is proposing to rezone the Middle Tennessee Electric (MTE) property located along Veterans Parkway from Planned Commercial District (PCD) to Park (P), Commercial Highway (CH), and Commercial Fringe (CF) zoning districts and to add the Gateway Design Overlay -1 district to the CH portion. The property tax map number is Map 93, Parcel 03.00.

Previously, MTE had plans to develop the subject property as a future corporate campus. In 2014, the City rezoned the property to PCD based on a specific development plan by MTE, which included office uses and indoor and outdoor storage. The PCD included a substantial tree and fence buffer along the southern boundary of the Berkshire subdivision as well as tree and open space preservation to the east (Overall Creek) and south (The Cloister and Villas at the Cloister).

On June 23, 2022, the Murfreesboro City Council voted to approve an exchange of this property owned by MTE with the City-owned property located along Burnt Knob Road, Blackman Road and Vaughn Road, approximately one mile north of the subject property. The City-owned property along Burnt Knob is the subject of a separate rezoning request to CH and GDO-1, which would allow for development of commercial and office uses that would benefit from high visibility from I-840 and nearby highway access.

The subject property along Veterans Parkway is well suited for a community park and other public facilities and uses. The proposed P zoning would allow development of a public park and the proposed CF and CH zoning would allow development of other public facilities and community and neighborhood services, including a potential school site. Of note, as depicted on the attached zoning map, the CH zoning is limited to the property frontage along the Veterans Parkway right-of-way and would include the GDO-1 overlay zone to ensure the higher quality site and building design standards and use regulations.

On August 30, 2022, the City and MTE held a community outreach meeting regarding the rezoning requests and associated property swap, located at Fire Station No. 11 at 5:30 PM. The meeting was well attended.

Adjacent Zoning and Land Uses

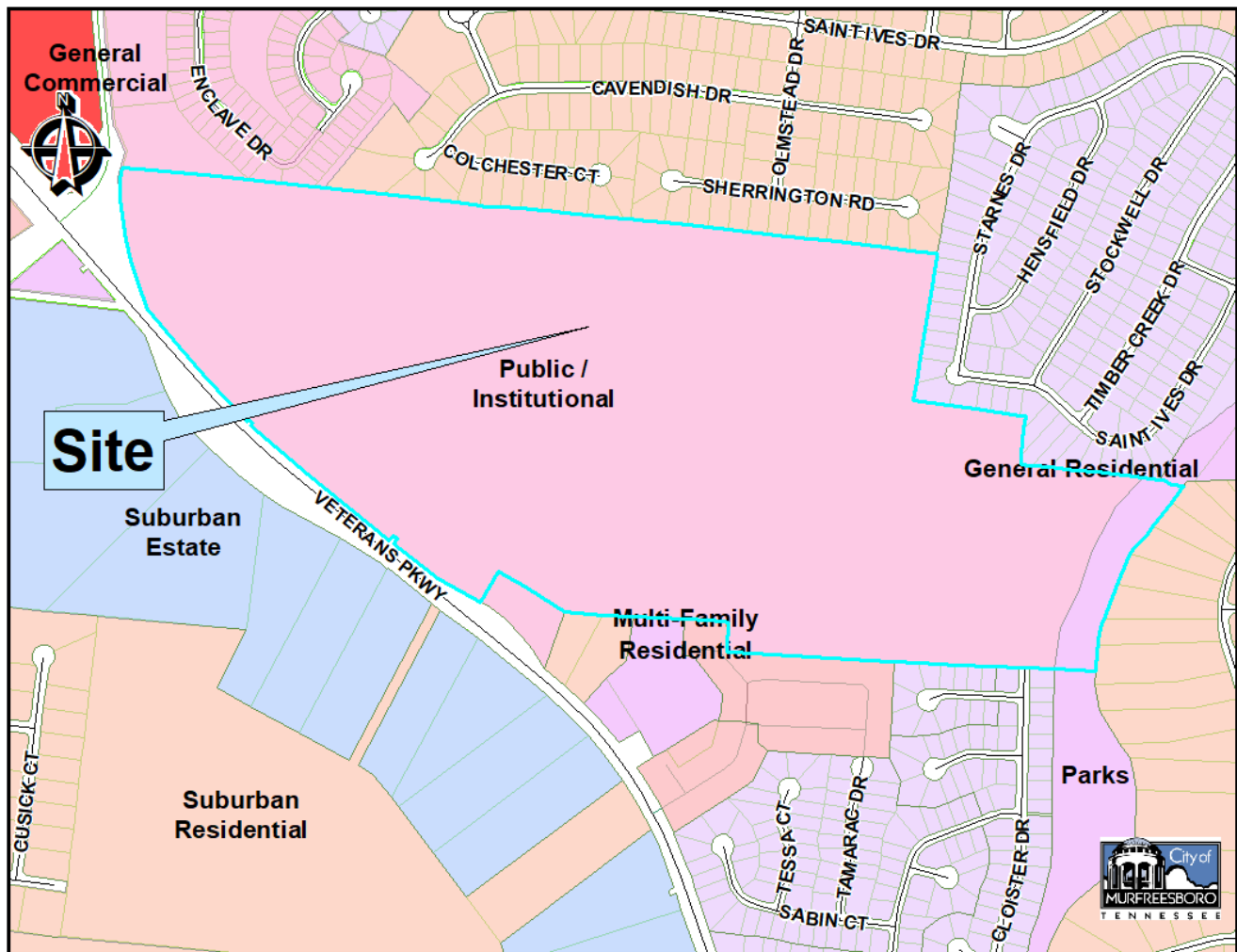
The surrounding area consists primarily of residential developments. The land to the north and northeast is zoned RS-10, RS-12 and RS-15 and PRD, and developed with single-family residences within the Berkshire, Villages of Berkshire, and The Enclave Subdivisions. To the east is Overall Creek and east of the creek the properties are zoned RS-12, Cedar Creek Subdivision. To the south the properties are zoned PRD and developed with townhomes, The Villas at Cloister, and single-family residences, The Cloister. Also, to the south are three parcels in the unincorporated Rutherford County developed with single-family residences. To the west are properties in Rutherford County developed with single family residences. These County parcels are zoned RM (Residential Medium Density). To the northwest is the Westlawn PUD and the portion planned for commercial uses is closest to the northwest corner of the subject property. The Westlawn PUD development is also subject to GDO standards, as set forth by the PUD program book.

Future Land Use Map

The current adopted Murfreesboro 2035 Comprehensive Plan Future Land Use Map (FLUM), approved in 2017, designates the subject property as “Public/Institutional” as the most appropriate land use character for the project area. Public Institutional character are lands or land-uses that held in the public interest, typically exempt from property taxation, and encompasses city-owned facilities, other public and private buildings, and sites with an institutional nature. The Public Institutional land use category supports municipal and regional uses and functions, such as utilities, transportation-related infrastructure, hospitals, schools, cemeteries, etc., and uses that are public in nature that typically generate a high degree of visitation, including pedestrian activities.

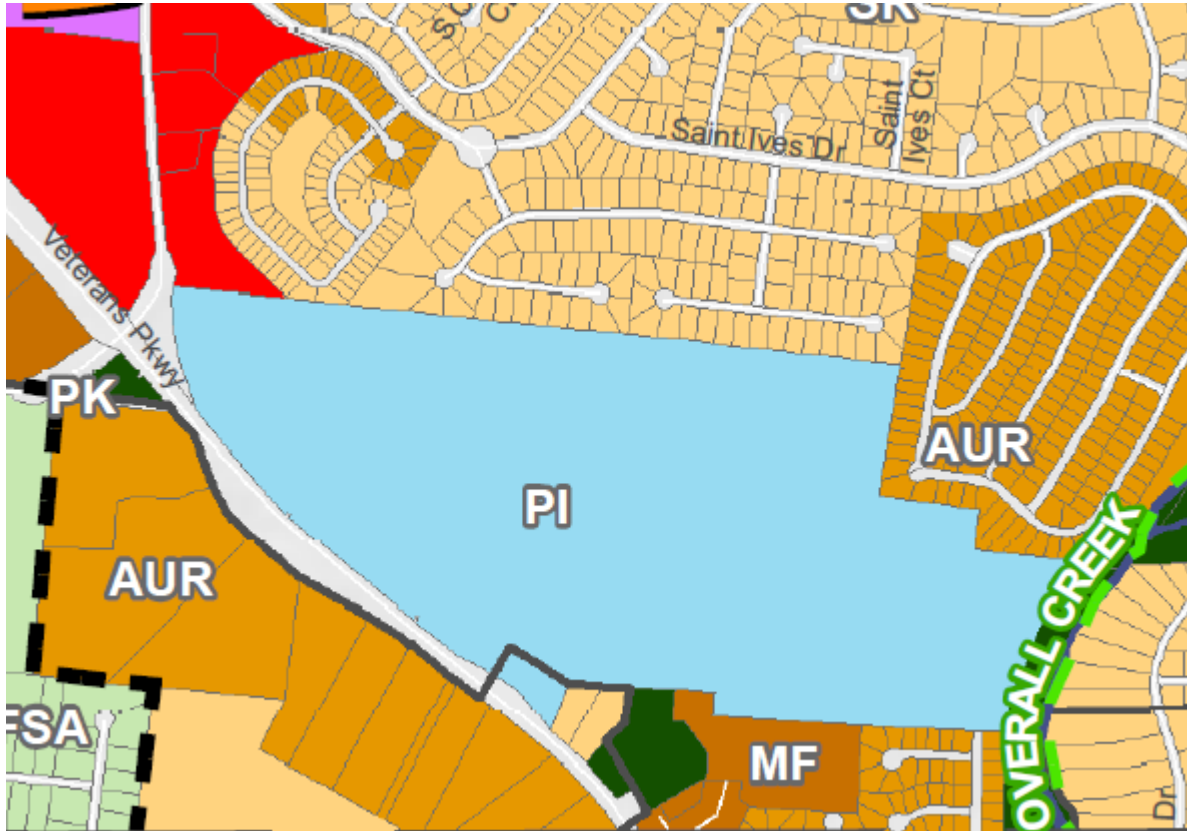
The exact nature and character of the uses will be determined by the City Council following the City’s Community Investment Plan (CIP) process. The proposed rezoning from PCD to P would be consistent with this land use character because the property would be developed with public facilities. The proposed rezoning to CF and CH with GDO-1 allows for development of other public facilities, as well as commercial uses.

Murfreesboro 2035 Comprehensive Plan Future Land Use Map (excerpt)



In addition, the proposed update to the Murfreesboro 2035 Comprehensive Plan - Future Land Use Map (FLUM) (excerpt of map below) indicates that Public Institutional (PI) is the most appropriate land use character. The proposed FLUM Public Institutional characteristics are predominantly the same as the currently adopted FLUM. As such, the proposed rezoning from PCD to P, CF, and CH with GDO-1 would be consistent with the proposed FLUM because the proposed zoning would enable development of public facilities and uses in support of the community.

Proposed Murfreesboro 2035 Comprehensive Plan - Future Land Use Map
(excerpt)



Recommendation:

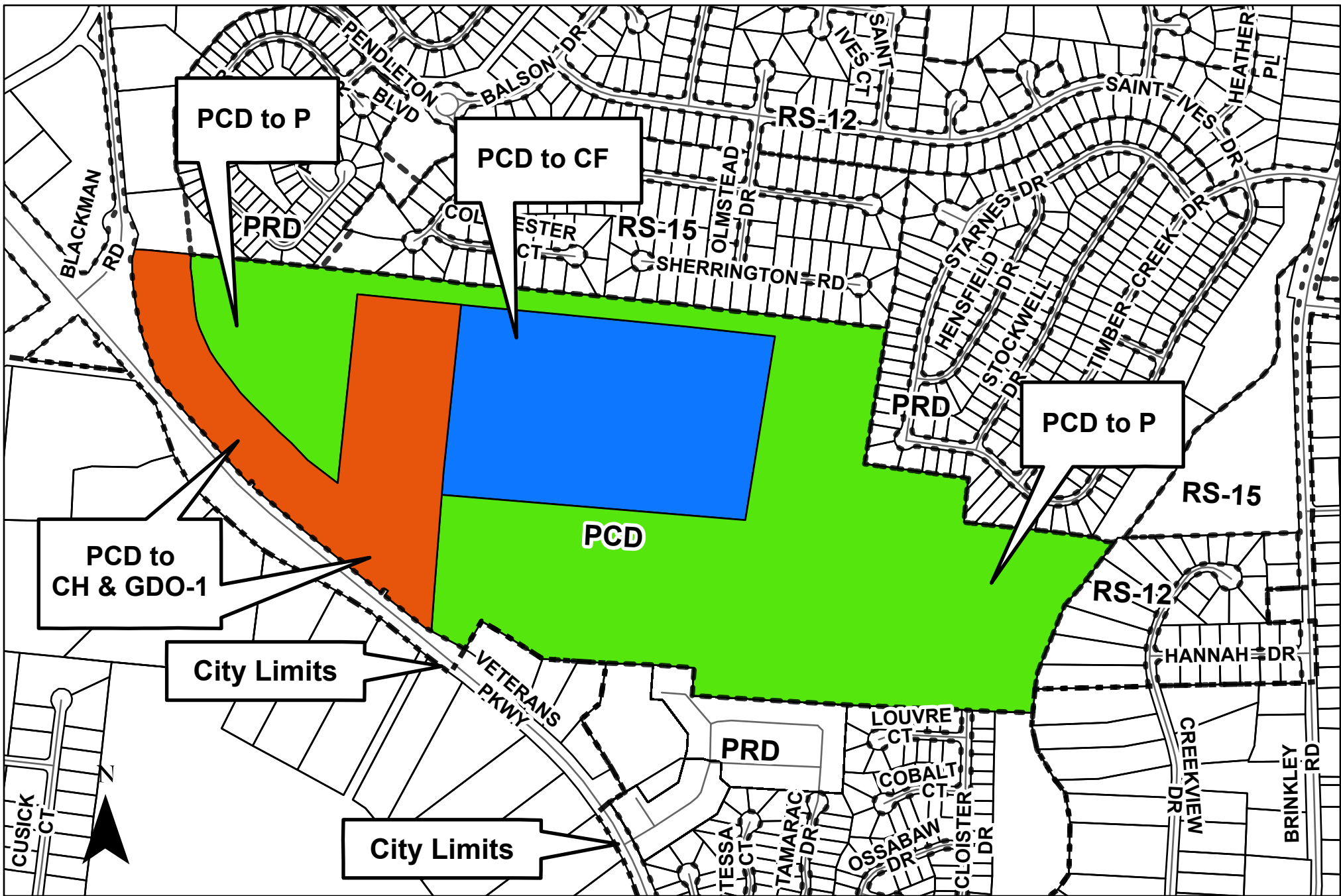
Staff is supportive of this rezoning request for the following reasons:

- 1) The P zoning would allow for development of parkland or similar uses in support of Public Institutional land use character.
- 2) The P zoning is the district proposed contiguous to the adjacent residential developments, which will be compatible with those adjacent residential uses.
- 3) The CF and CH with GDO-1 zoning would be on the portion of the property not contiguous to the adjacent residential subdivisions and would allow for the development of public facilities and commercial uses.
- 4) The CF zoning is used as a transitional zone between residential and other zoning districts because it is more limited in its permitted uses and it contains additional site development standards to mitigate potential negative impacts on adjacent residential uses.

- 5) The CH and GDO-1 zoning is adjacent to the frontage along Veterans Parkway right-of-way and has the higher design standards required by the GDO-1 zoning and limitations on the types of land uses. This is to ensure high quality design and site planning for the property and to help regulate the uses that could be established.
- 6) The GDO-1 zone is consistent with existing zoning to the west, Westlawn PUD, which requires compliance with GDO design standards. In addition, large vacant parcels further north of the subject property are in the process of rezoning to add GDO-1 overlay to their CH zone.

Action needed

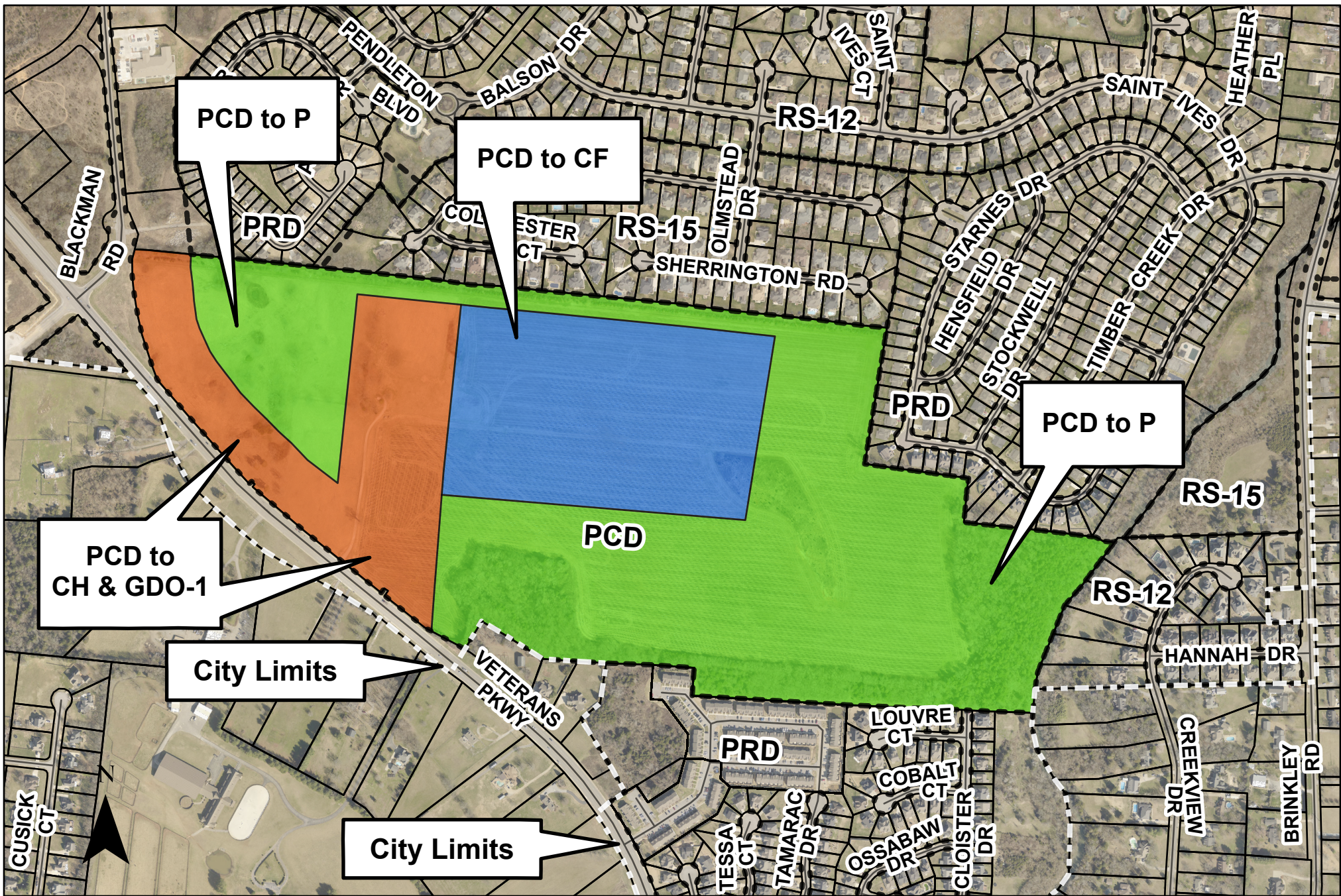
The Planning Commission will need to conduct a public hearing, after which it will need to formulate a recommendation to the City Council.



Rezoning request for property along Veterans Parkway
PCD to CF, PCD to CH & GDO-1, and PCD to P

0 500 1,000 2,000 3,000 US Feet

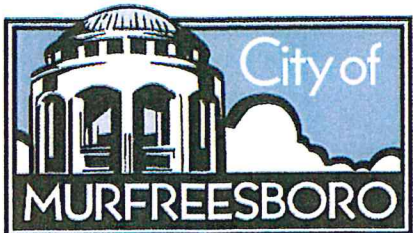
Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov



Rezoning request for property along Veterans Parkway
PCD to CF, PCD to CH & GDO-1, and PCD to P

0 500 1,000 2,000 3,000 US Feet

Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov



T E N N E S S E E

Creating a better quality of life

City of Murfreesboro
Planning and Engineering Department
111 W. Vine Street, P.O. Box 1139
Murfreesboro, TN 37133-1139
(615) 893-6441 Fax (615) 849-2606
www.murfreesborotn.gov

Zoning & Rezoning Applications – other than rezoning to planned unit development	\$700.00
Zoning & Rezoning Applications – Planned Unit Development, initial or amended	\$950.00

Procedure for applicant:

The applicant must submit the following information to initiate a rezoning:

1. A completed rezoning application (below).
2. A plot plan, property tax map, survey, and/or a legal description of the property proposed for rezoning. (Please attach to application.)
3. A non-refundable application fee (prices listed above).

For assistance or questions, please contact a planner at 615-893-6441.

To be completed by applicant:

APPLICANT: City of Murfreesboro Administration Dept.

Address: 111 W. Vine St. City/State/Zip: Murfreesboro, TN 37130

Phone: 615-893-6441 E-mail address: shuddleston@murfreesborotn.gov

PROPERTY OWNER: Middle Tennessee Electric

Street Address or property description: 4908 Veterans Parkway

and/or Tax map #: 093 Group: — Parcel (s): 00300

Existing zoning classification: PCD - 149 acres

Proposed zoning classification: CH, CF, & P Acreage: CH=35.4, CF=36.6, P=77

Contact name & phone number for publication and notifications to the public (if different from the applicant): Sam Huddleston, Exec. Dir. of Dev't Services
E-mail: 615-893-6441, shuddleston@murfreesborotn.gov

APPLICANT'S SIGNATURE (required): Sam Huddleston

DATE: 7/8/2022

*****For Office Use Only*****

Date received: _____ MPC YR.: _____ MPC #: _____

Amount paid: _____ Receipt #: _____

MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 7, 2022

6:00 P.M.

CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Jami Averwater
Warren Russell
Chase Salas
Shawn Wright

STAFF PRESENT

Greg McKnight, Planning Director
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Joel Aguilera, Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Sam Huddleston, Executive Dir. Dev't Services

1. Call to order.

Chair Kathy Jones called the meeting to order at 6:00 p.m.

2. Determination of a quorum.

Chair Kathy Jones determined that a quorum was present.

3. Approve minutes of the August 17, 2022, Planning Commission meeting.

Ms. Jami Averwater moved to approve the minutes of the August 17, 2022, Planning Commission meeting; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Warren Russell

Chase Salas

Shawn Wright

Nay: None

MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 7, 2022

Zoning application [2022-418] for approximately 149 acres located along Veterans Parkway to be rezoned from PCD to CH & GDO-1 (approximately 26.5 acres), CF (approximately 30.5 acres), and P (approximately 92 acres), City of Murfreesboro Administration Department applicant.

Ms. Marina Rush presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Sam Huddleston, Executive Director Development Services, addressed Planning Commission questions regarding the buffer, walking trail, possible access drive, and potential park amenities. In addition, Mr. Sam Huddleston gave a PowerPoint presentation regarding the request.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the zoning application; therefore, Chair Kathy Jones closed the public hearing.

There being no further discussion, Mr. Shawn Wright moved to approve the zoning application; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Warren Russell
Chase Salas
Shawn Wright

Nay: None

Mandatory Referral/ROW Abandonment [2022-720] to consider the abandonment of the rights-of-way of Marietta Street and Ruth Avenue, Joe Swanson, Jr. applicant.

Ms. Holly Smyth presented the Staff Comments regarding this item, a copy of which is

ORDINANCE 22-OZ-41 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 149 acres along Veterans Parkway from Planned Commercial Development (PCD) District to 1) Commercial Highway (CH) District and Gateway Design Overlay One (GDO-1) District (approximately 26.5 acres), 2) Commercial Fringe (CF) District (approximately 30.5 acres), and 3) Park (P) District (approximately 92 acres); City of Murfreesboro Administration Department, application, [2022-418].

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to rezone the territory indicated on the attached map.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as 1) Commercial Highway (CH) District and Gateway Design Overlay One (GDO-1) District, 2) Commercial Fringe (CF) District, and 3) Park (P) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

ATTEST:

Jennifer Brown
City Recorder

Shane McFarland, Mayor

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

SEAL

Ordinance 22-OZ-41

Area rezoned
from
PCD to P

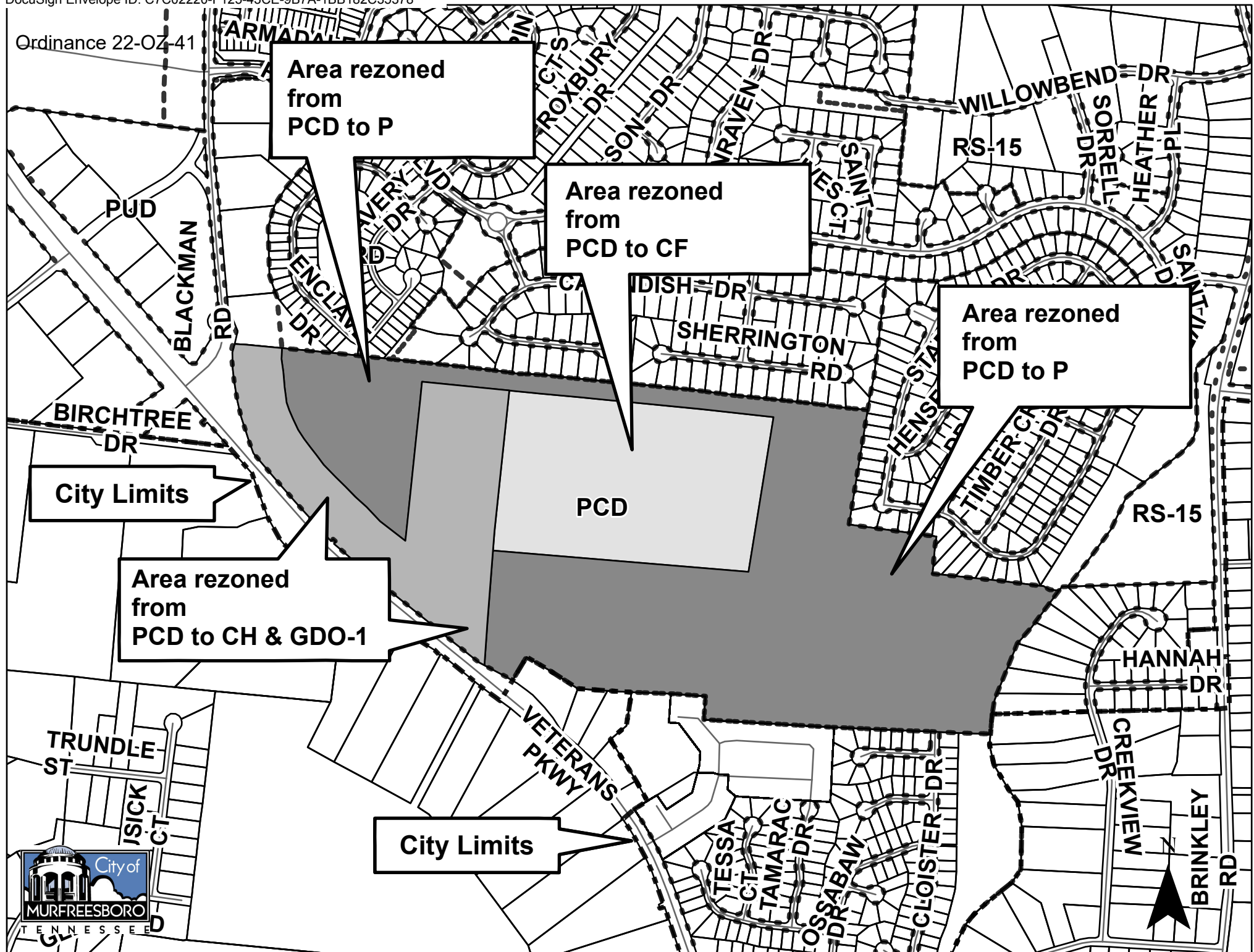
Area rezoned
from
PCD to CF

Area rezoned
from
PCD to P

City Limits

Area rezoned
from
PCD to CH & GDO-1

City Limits



COUNCIL COMMUNICATION

Meeting Date: 11/03/2022

Item Title: Sewer Allocation Variance- 1345 Wenlon Dr. – Social Murph Apts.

Department: Planning

Presented by: Brad Barbee, Planner

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

A proposed development request for additional density above the sewer allocation ordinance's zoning allowance.

Staff Recommendation

Approval of variance request allowing higher single-family unit equivalent density (sfu). The proposed increase is equivalent to an additional 5.2 sfu's/acre greater than the 9.0 sfu's/acre permitted by the ordinance and an increase of 4.4 sfu's/acre greater than the existing density of 9.8 dwelling units/acres, for a total of 14.2 sfu's/acre.

Background Information

The Planning Department has received an inquiry regarding a rezoning request for the existing apartment complex located at 1345 Wenlon Drive. The property is currently zoned RM-12 (Residential Multi-Family District 12). The applicants wish to "bifurcate" the existing 96 4-bedroom/4-bath units within this complex. These units would be converted into 1-bedroom/1-bath and 2-bedroom/2-bath units. Because the proposed "bifurcation" will result in additional units above what the current zoning allows, the applicant proposes to rezone the entire property to PRD.

The ordinance only allows 9.0 sfu's/acre for multi-family developments. (The property's current density was approved prior to the adoption of the Sewer Allocation Ordinance.) The property is 21.98 acres in size and thus is allowed 198 sfu's. The current density of the facility is equivalent to 216 sfu's (or 9.8 dwelling units/acre) which is already in excess of what is allowed by the ordinance by 18 sfu's ($216 - 198 = 18$). The bifurcation will result in 312 total dwelling units, which equates to 14.2 sfu's/acre. Overall, this is equivalent to an additional 5.2 sfu's/acre greater than the 9.0 sfu's/acre permitted by the ordinance and an increase of 4.4 sfu's/acre greater than the existing density of 9.8 dwelling units/acres, for a total of 14.2 sfu's/acre. Despite the increased density, the number of bedrooms and bathrooms are each decreasing by 96. In addition, the applicant is committing to installing low-flow toilets and plumbing fixtures in all units. As a result, it is anticipated that the proposed bifurcation will actually reduce sewer consumption. Staff views the advantages of reduced sanitary sewer usage and the investment into an aging multi-family property of greater benefit than the requested

additional number of units above what is allowed by the ordinance.

Council Priorities Served

Improve economic development

The approval of the sewer variance will help to facilitate the proposed investment into this aging multi-family development.

Concurrence

MWRD concurs with the request based on sewer system capacity and also on the estimated reduction in sewer usage. In addition, it is MWRD's opinion that this request meets the criteria of the recent Apartment Bifurcation Policy that was passed by Council on second and final reading on October 20th.

Fiscal Impact

The development will generate commercial tax rate revenue as well as pay one-time development fees.

Attachments

1. Request letter from applicant
2. Memo from MWRD
3. Map of property



Site

CEDONIA DR
MEDORA CT

BENLEY ST

CHARLOT DR

DRAGON DR

LASCASSAS PIKE



October 24, 2022

Mr. Greg McKnight, Planning Director
 111 W. Vine Street
 Murfreesboro, TN. 37130
 Email:gmcknight@murfreesborotn.gov

Re: The Social Murph
 Sewer Allocation Variance
 1345 Wenlon Drive
 Murfreesboro, TN 37130

Dear Mr. McKnight:

Huddleston-Steele Engineering, Inc., on behalf of Eastman Residential, hereby requests a variance from the City of Murfreesboro Sewer Allocation Ordinance for the Social Murph student housing development.

The property is an existing multi-family development containing 216 units, primarily 3-bedroom and 4-bedroom and currently zoned RM-12 and consists of 21.98 acres. Our client is planning the bifurcation of the existing 4-bedroom apartments with the result being the creation of (1) one-bedroom and (1) two-bedroom units in two phases. This will catalyze the need for a sewer allocation variance. Phase 1 of the new development would create 48 new units within the maximum density allowed for the existing RM-12 zoning. Phase 2 of the bifurcation would create another 48 units after a zone change to PRD is approved. Our variance request is for 96 total single-family equivalents (SFU) now to be developed in these two Phases.

Eastman Residential is making this request with the desire to convert student housing model into more traditional rental units and further upgrade the entire development interior to revitalize the area. More specifically, our initial request (Phase 1) is for the addition of 48 new apartment units to the existing 216 units for a total of 264 units. Phase 2 of the project would be an additional 48 units added via Bifurcation for a total of 312 units with a density of 14.19 units/acre.

In-Place Unit Mix			
Type	Units	Beds	Baths
2x2	48	96	96
3x3	72	216	216
4x4	96	384	384
Total	216	696	696
Average Apt Size 1246sf			

Bifurcation Unit Mix			
Type	Units	Beds	Baths
1x1*	96	96	96
2x2*	96	192	192
2x2	48	96	96
3x3	72	216	216
Total	312	600	600
Average Apt Size 863sf			

In-Place Unit Mix				
	In-Place	Post-Bifurcation	Increase/Decrease	(%)
# of Units	216	312	96	
# of Bedrooms	696	600	-96	13.79%
# of Bathrooms	696	600	-96	13.79%

Bifurcation Four - Bedroom Detailed			
Before		After	
Type	Units	Type	Units
4x4	96	1x1	96
		2x2	96

While we are increasing the unit density, we are actually reducing the number of people and restrooms, thereby reducing the actual sewage flow. The project will also be implementing **low flow toilet and plumbing fixtures** in all units as part of the renovation.

The project has already had a Public Inquiry meeting, which prompted the discussion regarding the sewer usage.

We look forward to the approval of this variance from the City of Murfreesboro Sewer Allocation Ordinance.

Sincerely,

Huddleston-Steele Engineering, Inc.

A handwritten signature in black ink, appearing to read 'Clyde R', followed by a horizontal line.

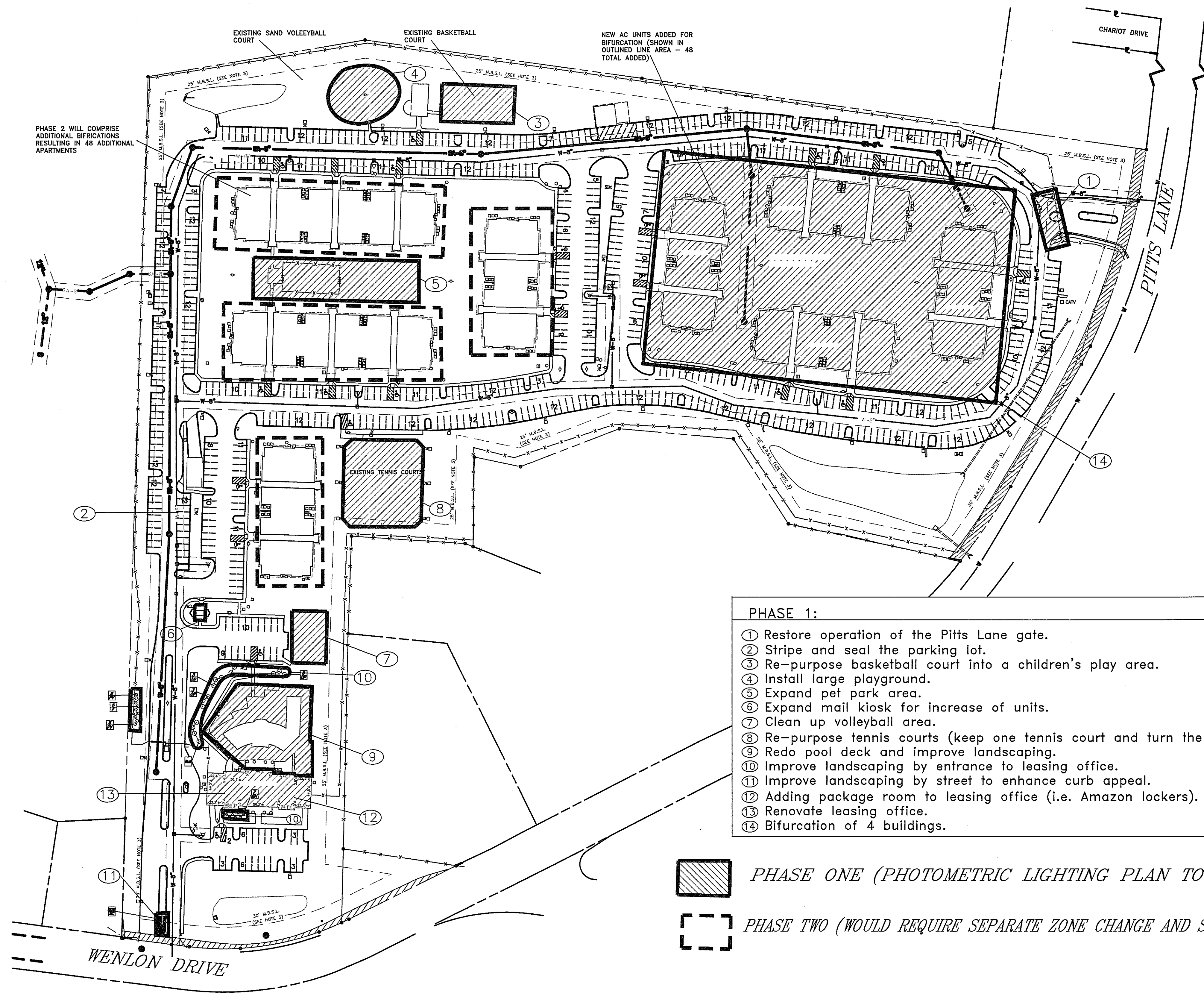
Clyde Rountree, PLA

Copy:

Ms. Holly Smyth
Murfreesboro Planning Department
hsmyth@murfreesboro.gov

Ms. Valerie Smith
Murfreesboro Water Resources Department
vsmith@murfreesboro.gov

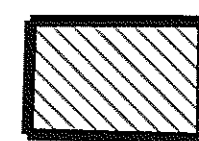
Mr. Matthew Blomeley
Assistant Planning Director
mbloomey@murfreesborotn.gov



LEGEND	
IRON PIN/P.K. NAIL (OLD)	● IP(O)
CONCRETE MONUMENT OLD	■ CM(O)
GAS METER	□
GAS VALVE	□
WATER METER	□
WATER VALVE	□
FIRE HYDRANT	□
LANDSCAPED	LS
CURB INLET	□
CATCH BASIN	□
SANITARY MANHOLE	□
BOLLARD	□
UTILITY POLE	□
LIGHT POLE	□
SIGN POST	□
CLEAN OUT	□
POST INDICATOR VALVE	□
FIRE WATER CONNECTION	□
TELECOM PEDESTAL	□
AIR CONDITIONER UNIT	□ A/C
ELECTRIC METER	□ EM
A/C BREAKER PANEL	□ BP
A/C METER PANEL	□ MP
ELECTRIC TRANSFORMER	□ TRANS
METER BOX	□ MB
ABOVE GROUND WATER ASSEMBLY	□ AGWA
CABLE ACCESS T.V. PEDESTAL	□ CATV
CONCRETE SIDEWALK	SW S/W
RECORD CALLS
SLOPE/DRAINAGE EASEMENT	
EDGE OF PAVEMENT	-----
FENCE LINE	-----
PROPERTY/R.O.W. LINE	-----
EDGE OF CONC.	-----
UNDERGROUND GAS	-----
UNDERGROUND WATER	-----
UNDERGROUND TELEPHONE	-----
MINIMUM BUILDING SETBACK LINE	30' M.B.S.L.

PHASE 1:

- 1 Restore operation of the Pitts Lane gate.
- 2 Stripe and seal the parking lot.
- 3 Re-purpose basketball court into a children's play area.
- 4 Install large playground.
- 5 Expand pet park area.
- 6 Expand mail kiosk for increase of units.
- 7 Clean up volleyball area.
- 8 Re-purpose tennis courts (keep one tennis court and turn the other court into two pickleball courts)
- 9 Redo pool deck and improve landscaping.
- 10 Improve landscaping by entrance to leasing office.
- 11 Improve landscaping by street to enhance curb appeal.
- 12 Adding package room to leasing office (i.e. Amazon lockers).
- 13 Renovate leasing office.
- 14 Bifurcation of 4 buildings.



PHASE ONE (PHOTOMETRIC LIGHTING PLAN TO BE PROVIDED)



PHASE TWO (WOULD REQUIRE SEPARATE ZONE CHANGE AND SITE PLAN REVIEW)

NO.	DATE	DESCRIPTION
1		
2		

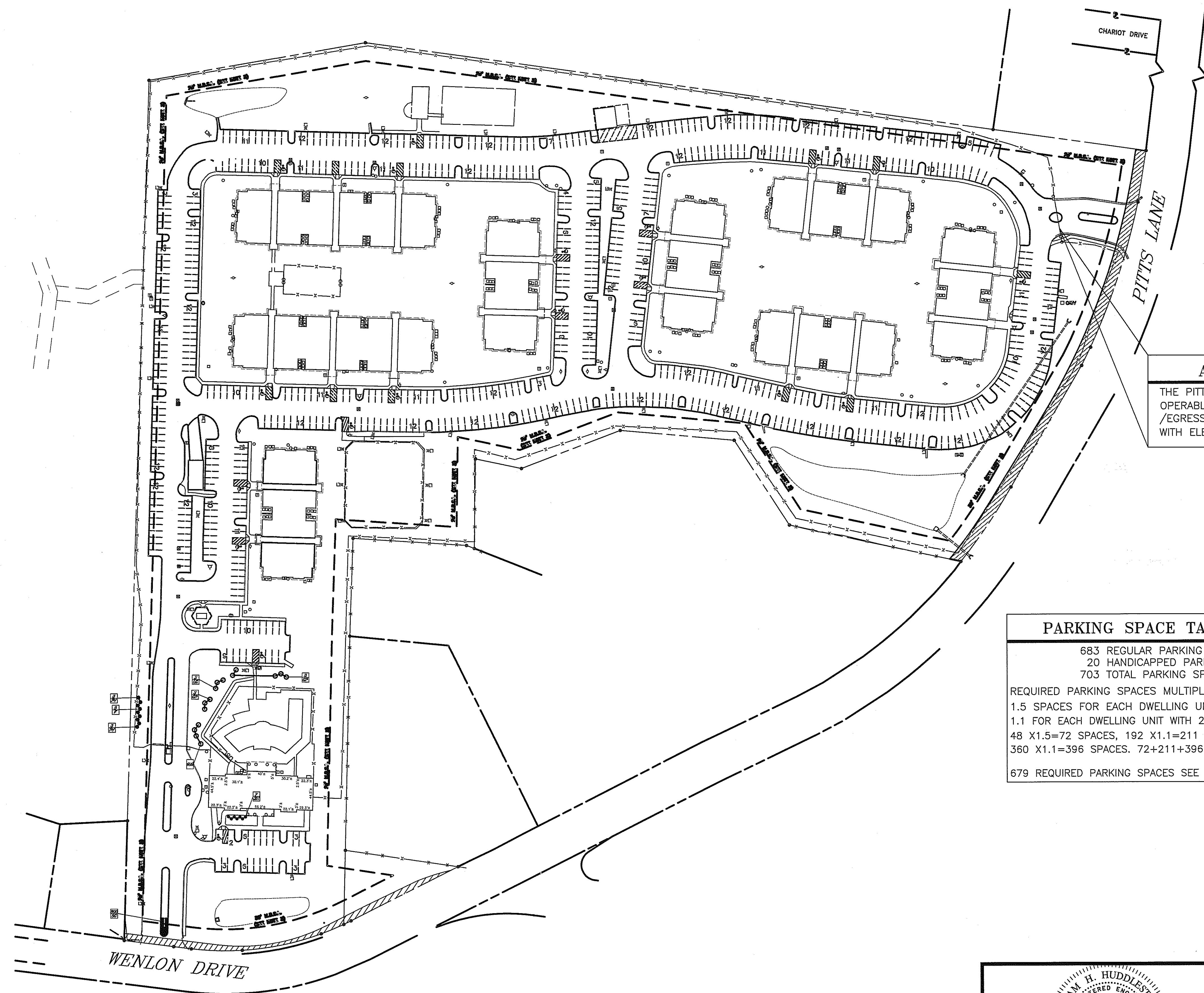


SITE PLAN

THE MURPH

1345 WENLON DRIVE
CITY OF MURFREESBORO, TENNESSEE

DATE: AUGUST 2022 SCALE 1"=30' 1 of 5





... creating a better quality of life

MEMORANDUM

DATE: October 27, 2022

TO: Greg McKnight

FROM: Valerie Smith

SUBJECT: Social Murph
1345 Wenlon Drive
Map 81, Parcel 112.04
Sewer Allocation Ordinance
Variance Request

Sewer System Capacity

The sanitary sewer collection system can convey the estimated sewer flows resulting from this bi-furcation/renovation and its request to vary from the density requirements associated with its current land use zoning as defined in City Code Chapter 33 Article V. – Sewer Capacity Allocation.

Per Ordinance 22-O-25, which amends Chapter 33 of the City Code, the Department believes this bi-furcation will likely decrease the maximum daily wastewater allowance because of a reduction in bed count, while increasing the number of apartment units.

Staff advises variance requests to be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to any proposed development requesting a variance to the sewer allocation ordinance.

Effects within Basin by Providing Variance to Sewer Allocation

The above property is within sewer flow basin MF 09B. There are no capacity concerns within the basin that have been identified. Per the most recent sewer allocation report for the collection system, Basin 09B currently has capacity for 2099 connections. By committing sewer service to this development, staff is determining that basin 09B's sewer connection capacity will be reduced by 96 (312-216) connections, resulting in 2003 available connections for future developments. A new connection is defined as an apartment, townhome, single-family home, commercial establishment, or retail shop.

Water Resources Department

300 NW Broad Street * P.O. Box 1477 * Murfreesboro, TN 37133-1477 * Office: 615 890 0862 * Fax: 615 896 4259
TTY 615 848 3214 * www.murfreesborotn.gov

The existing zoning for the property is RM-12 and per the Ordinance is allotted 9 sfu's/acre or 198 sfu's (9 sfu's/acre * 21.98 acres). The bifurcation will result in 312 single-family units on 21.98 acres which equates to a density of 14.2 sfu's/acre (312 units/21.98 acres). This density is greater than the sewer allocation ordinance affords multifamily zoning, therefore the request is for variance of 114 units.

COUNCIL COMMUNICATION

Meeting Date: 11/03/2022

Item Title: MED Pension Plan Amendment

Department: Administration

Presented by: Craig Tindall, City Manager

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Amendment to MED Pension Plan revising definitions of Average Monthly Compensation and Trust Agreement

Staff Recommendation

Approve Plan amendment to the definition of Average Monthly Compensation, which has been approved by the IRS, and to the definition of Trust Agreement

Background Information

The IRS has approved the City's proposed revision the MED Pension Plan's definition of "Average Monthly Compensation" Plan retroactively to August 1, 2002. The proposed modification as follows:

"Average Monthly Compensation" means one-twelfth of a Participant's Average Annual Compensation, where Average Annual Compensation equals a Participant's Annual Compensation averaged over the 5 consecutive complete Plan Years of service which produce the highest annual average within the last ten (10) complete Plan Years of service, provided, however, that for purposes of the foregoing the Participant's Compensation as of the first day of the Plan Year that includes the date of the Participant's separation from service shall apply regardless of Hours of Service actually completed in such Plan Year.

The proposed revision is consistent with actual operations and will be retroactively effective upon Council adoption.

Additionally, a revised definition of "Trust Agreement" is necessary reference the current Investment and Administrative Management Agreement between the City and Pinnacle Bank. The revision is as follows:

"Trust Agreement" shall mean the Investment and Administrative Management Agreement between the City of Murfreesboro and Pinnacle Bank, executed July 28, 2020.

Council Priorities Served

Responsible budgeting

The plan amendment is necessary to align the Plan's language with the actual operations of the Plan.

Fiscal Impact

None

Attachments

MED Pension Plan Amendment

AMENDMENT TO
MURFREESBORO ELECTRIC DEPARTMENT PENSION PLAN

WHEREAS, the City of Murfreesboro, Tennessee (the “City”) currently maintains the Murfreesboro Electric Department Pension Plan (the “Plan”); and

WHEREAS, the Plan was most recently amended and restated in its entirety effective July 1, 2020; and

WHEREAS, the City has retained the right to amend the Plan; and

WHEREAS, the IRS approved an amendment with respect to Average Monthly Compensation in connection with approving the Plan retroactively to August 1, 2002, to reflect actual operations; and

WHEREAS, it is necessary to change the definition of “Trust Agreement” to reference the current Investment and Administrative Management Agreement between the City and Pinnacle Bank; and

WHEREAS, the City Council has approved of this Amendment to revise the definition of “Average Monthly Compensation” to be consistent with past administrative practices, effective as of August 1, 2002.

NOW, THEREFORE, the Plan is hereby amended as follows:

1. The first sentence of Section 1.6 of the Plan, “Average Monthly Compensation,” is revised to provide as follows, effective as of August 1, 2002:

“Average Monthly Compensation” means one-twelfth of a Participant’s Average Annual Compensation, where Average Annual Compensation equals a Participant’s annual Compensation averaged over the 5 consecutive complete Plan Years of service which produce the highest annual average within the last ten (10) complete Plan Years of service, provided, however, that for purposes of the foregoing the Participant’s Compensation as of the first day of the Plan Year that includes the date of the Participant’s separation from service shall apply regardless of Hours of Service actually completed in such Plan Year.

2. Section 1.35 of the Plan is revised to provide as follows:

“Trust Agreement” shall mean the Investment and Administrative Management Agreement between the City of Murfreesboro and Pinnacle Bank, executed July 28, 2020.

3. Except as otherwise provided herein, the terms of the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, the City has caused this instrument to be executed
this _____ day of _____, 2022, by a duly authorized officer.

CITY OF MURFREESBORO, TENNESSEE

By: _____
Shane McFarland

Its: Mayor _____

ATTEST:

Jennifer Brown, City Recorder

COUNCIL COMMUNICATION

Meeting Date: 11/03/2022

Item Title: Purchase of Police Vehicles from Ford of Murfreesboro

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Purchase of three new unmarked police vehicles.

Staff Recommendation

Approve the purchase of three new unmarked police vehicles from Ford of Murfreesboro.

Background Information

On April 21, 2022, Council approved the purchase of three unmarked Chevrolet trucks, all 2022 models. Current supply chain issues and labor shortages forced the manufacturer to cancel the order. This cancellation has affected several agencies across the state.

A new order has been placed for 2023 Ford Edge models. The 2023 model price totals \$108,480, an increase of \$529.

All these vehicles are scheduled replacements and are available for purchase through the State's General Services Central Procurement Office, which is permitted by State statute and Council Resolution. Staff has verified the cost effectiveness of the current state contract.

Council Priorities Served

Responsible budgeting

By utilizing the State's procurement contract, the City benefits from pre-negotiated, competitive pricing.

Fiscal Impact

The cost of this purchase, \$108,480, is funded by the American Rescue Plan Act Funds.

Attachments

Contract with TT of F. Murfreesboro, Inc.

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
TT OF F. MURFREESBORO, INC.
FOR PURCHASE OF VEHICLES**

This Contract is entered into and effective as of the _____ day of _____ 2022, ("Effective Date), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **TT OF F. MURFREESBORO, INC.**, a limited liability company of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- ***This Contract***
- ***Contractor's State of Tennessee Contract 209/75348 with TT of F. Murfreesboro, Inc.***
- ***Price Quote Sheet dated July 22, 2022, from TT of F. Murfreesboro, Inc. for Three (3) 2023 Ford Edge 4 dr AWD SEL (K4J) Vehicles, and***
- ***Any properly executed amendments to this Agreement***

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- ***First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)***
- ***Second, this Contract***
- ***Third, Contractor's State of Tennessee Contract 209/75348 with TT of F. Murfreesboro, Inc.***
- ***Lastly, Price Quote Sheet dated July 22, 2022, from TT of F. Murfreesboro, Inc. for Three (3) 2023 Ford Edge 4 dr AWD SEL (K4J) Vehicles***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: the vehicles as set forth in the State of Tennessee Contract 209/75348 with TT of F. Murfreesboro, Inc., and Contractor's Price Quote Sheet dated July 22, 2022. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the State of Tennessee Contract 209/75348 through the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by Council.
2. **Term.** The term of this contract shall be from the Effective Date to the expiration of the State of Tennessee Contract 209/75348 on December 31, 2023. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve

Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Contract is set forth in the Price Quote Sheet from TT of F. Murfreesboro, Inc dated July 22, 2022, for three (3) 2023 Ford Edge 4 dr AWD SEL (K4J) Vehicles priced at \$36,160.00 each, which reflects a **total purchase price of \$108,480.00**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- b. Deliveries of all items for the Murfreesboro Police Department shall be made to 1004 North Highland Avenue, Murfreesboro, TN 37130. Contact person Sgt. Bobby Holloway (tel. 615-849-2673; email. 0388@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid or State contract.
- e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

- 4. **Warranty.** Unless otherwise specified, every item supplied shall meet the warranty provisions set forth by the manufacturer.

5. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any

failure, regardless of any language in any attachment or other document that Contractor may provide.

c. Copyright, Trademark, Service Mark, or Patent Infringement.

- i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
- ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 1. Procure for the City the right to continue using the products or services.
 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

6. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand-delivered to the following:

Notices to the City shall be sent to:

Notices to Contractor shall be sent to:

Department: City of Murfreesboro Administration
Attention: City Manager
Address: Post Office Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139

Contractor: Ford of Murfreesboro
Attention: ***Attn: Jason McCullough***
Fleet Sales Manager
Address: 1550 NW Broad St
Murfreesboro, TN 37129-1709

7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
 - a) **The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.**

b) **The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

c) **The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

15. **Title VI of the Civil Rights Act of 1964, as amended.** Contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
16. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
17. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder
18. **Integration.** This Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
19. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
20. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

21. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
22. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution
23. **SAMS.gov Registration and UEI #.** All vendors are required to be registered with SAMS.gov and supply their Unique Entity ID (UEI).
24. **Debarment and Suspension.**
- a) The City certifies, to the best of its knowledge and belief, that the Selected Contractor:
 - i. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - ii. has not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - iii. is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - iv. has not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
 - b) The City will provide immediate written notice to the U.S. Department of Treasury or granting authority, if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, the Selected Contractor is excluded or disqualified, or presently falls under any of the prohibitions of sections i-iv.
 - c) The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Non-procurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),” 2 CFR Part 180. The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
 - i. Debarred from participation in any federally assisted Award;
 - ii. Suspended from participation in any federally assisted Award;
 - iii. Proposed for debarment from participation in any federally assisted Award;
 - iv. Declared ineligible to participate in any federally assisted Award;
 - v. Voluntarily excluded from participation in any federally assisted Award; or
 - vi. Disqualified from participation in any federally assisted Award.
 - vii. By signing this Agreement, Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part

1200, throughout the period of the awarded Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

25. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

26. **Lobbying Certification. (4220.1F.IV.2.a.(4); 49 CFR Part 20).**

- a) Contractors that apply or bid for an award exceeding \$100,000 must file the lobbying certification before the awarding of the contract, and if applicable, a lobbying disclosure from a prospective third party contractor. See, DOT regulations, “New Restrictions on Lobbying” 49 CFR Part 20, modified as necessary by 31 U.S.C. Section 1352, which implement the Byrd “Anti-Lobbying” Amendment, 31 U.S.C. Section 1352. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- b) The Contractor certifies, to the best of its knowledge and belief, that:
 - i. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Promisor shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- c) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

27. **Domestic preferences for procurements.** (2 CFR 200.322)

- a) As appropriate and to the extent consistent with law, the Contractor, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products,

or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b) For purposes of this section:

- i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

28. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of the Effective Date listed above.

CITY OF MURFREESBORO

TT of F. MURFREESBORO, INC.

By: _____
Shane McFarland, Mayor

By: _____
Jason McCullough, Fleet Manager

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

SALES QUOTE

FORD OF MURFREESBORO

SWC 209 NO. 75348

TO:
City of Murfreesboro

DATE: 7/22/2022
QUOTE ID: MUR030

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	TOTAL
3	K4J	Edge AWD, SEL	\$36,160.00	\$108,480.00
		MSRP \$ 40,700		
3	OPT	Optional Equipment		
		Please sign and return this quote and attached vehicle information with a signed PO to place your order.		
Total Price			\$36,160.00	\$108,480.00



Prepared by: Jason McCullough

09/22/2022

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 Edge 4dr AWD SEL (K4J)

Price Level: 315

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K4J	Base Vehicle Price (K4J)	\$39,345.00
Packages		
201A	Equipment Group 201A <i>Includes:</i> - Engine: Twin-Scroll 2.0L EcoBoost <i>Includes auto start-stop technology.</i> - Transmission: 8-Speed Automatic w/SelectShift - Active Transmission Warm-Up - 3.80 Axle Ratio - GVWR: TBD - Tires: 245/60R18 AS BSW - Wheels: 18" Sparkle Silver-Painted Aluminum Split-spoke. - ActiveX Seating Material Heated Bucket Seats <i>Includes 8-way power driver's seat (fore/aft, up/down, tilt, lumbar) with power recline, 4-way power passenger seat (fore/aft, up/down) with manual recline and 2-way manually adjustable (up/down) head restraints.</i> - Radio: AM/FM Stereo/MP3 Capable <i>Includes 6 speakers, speed-compensated volume and USB media hub (A and C) style.</i> - SYNC 4A w/Enhanced Voice Recognition <i>Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Wireless Apple CarPlay and Android Auto compatibility, digital owners manual, adaptive dashcards and conversational voice command recognition.</i> - SiriusXM w/360L <i>Includes a 3-month prepaid subscription. Service is not available in Alaska and Hawaii. SiriusXM audio and data services each require a subscription sold separately, or as a package, by SiriusXM radio inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations, or on all receivers. Satellite and streaming lineups vary slightly. 2020 SiriusXM radio inc Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc.</i> - FordPass Connect <i>Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (Wi-Fi hotspot includes wireless data trail that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford). Remote start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect (optional on select vehicles), the FordPass app., and complimentary connected services are required for remote features (see FordPass terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology, cellular networks, vehicle capability may limit functionality and prevent operation of connected features. Connected services excluded Wi-Fi hotspot). Telematics solution (both complimentary and subscription based) are available for fleet customers, providing access to manufacturer-grade data including but not limited to vehicle location, speed, idle time, fuel/energy, range, vehicle diagnostics, and maintenance alerts. FordPass Connect 4G Wi-Fi modem, enables telematics services directly from Ford or through authorized third party providers. Learn more at commercialsolutions.ford.com or email fcs1@ford.com or by calling 833-FCS-Ford. (833-327-3673).</i>	N/C
Powertrain		
999	Engine: Twin-Scroll 2.0L EcoBoost	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough

09/22/2022

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 Edge 4dr AWD SEL (K4J)

Price Level: 315

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Includes auto start-stop technology.</i>	
448	Transmission: 8-Speed Automatic w/SelectShift <i>Includes:</i> <i>- Active Transmission Warm-Up</i>	Included
STDAX	3.80 Axle Ratio	Included
STDGV	GVWR: TBD	Included

Wheels & Tires

STDTR	Tires: 245/60R18 AS BSW	Included
STDWL	Wheels: 18" Sparkle Silver-Painted Aluminum <i>Split-spoke.</i>	Included

Seats & Seat Trim

V	ActiveX Seating Material Heated Bucket Seats <i>Includes 8-way power driver's seat (fore/aft, up/down, tilt, lumbar) with power recline, 4-way power passenger seat (fore/aft, up/down) with manual recline and 2-way manually adjustable (up/down) head restraints.</i>	Included
---	--	----------

Other Options

PAINT	Monotone Paint Application	STD
112WB	112.2" Wheelbase	STD
STDRD	Radio: AM/FM Stereo/MP3 Capable <i>Includes 6 speakers, speed-compensated volume and USB media hub (A and C) style.</i> <i>Includes:</i> <i>- SYNC 4A w/Enhanced Voice Recognition</i> <i>Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Wireless Apple CarPlay and Android Auto compatibility, digital owners manual, adaptive dashcards and conversational voice command recognition.</i> <i>- SiriusXM w/360L</i> <i>Includes a 3-month prepaid subscription. Service is not available in Alaska and Hawaii. SiriusXM audio and data services each require a subscription sold separately, or as a package, by SiriusXM radio inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations, or on all receivers. Satellite and streaming lineups vary slightly. 2020 SiriusXM radio inc Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc.</i> <i>- FordPass Connect</i>	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough

09/22/2022

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 Edge 4dr AWD SEL (K4J)

Price Level: 315

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (Wi-Fi hotspot includes wireless data trail that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford). Remote start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect (optional on select vehicles), the FordPass app., and complimentary connected services are required for remote features (see FordPass terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology, cellular networks, vehicle capability may limit functionality and prevent operation of connected features. Connected services excluded Wi-Fi hotspot). Telematics solution (both complimentary and subscription based) are available for fleet customers, providing access to manufacturer-grade data including but not limited to vehicle location, speed, idle time, fuel/energy, range, vehicle diagnostics, and maintenance alerts. FordPass Connect 4G Wi-Fi modem, enables telematics services directly from Ford or through authorized third party providers. Learn more at commercialsolutions.ford.com or email fcs1@ford.com or by calling 833-FCS-Ford. (833-327-3673).</i>	
153	Front License Plate Bracket	N/A
	Standard in states requiring 2 license plates and optional to all others.	

Emissions

425	50-State Emissions System	STD
-----	---------------------------	-----

Interior Color

VE_01	Ebony w/ActiveX Seating Material Heated Bucket Seats	N/C
-------	---	-----

Exterior Color

AZ_02	Star White Metallic Tri-Coat	\$995.00
-------	------------------------------	----------

SUBTOTAL	\$40,340.00
Destination Charge	\$1,495.00
TOTAL	\$41,835.00

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Prepared by: Jason McCullough
09/22/2022

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 Edge 4dr AWD SEL (K4J)

Price Level: 315

Major Equipment

(Based on selected options, shown at right)

EcoBoost 2.0L I-4 DOHC w/gasoline direct injection 250hp

8 speed automatic w/OD

- * Auto stop-start feature
- * Brake assistance
- * Traction control
- * Battery with run down protection
- * Automatic air conditioning
- * Tinted glass
- * Bluetooth streaming audio
- * LED brakelights
- * Dual power remote heated mirrors
- * 18 x 8 aluminum wheels
- * Driver and front passenger seat mounted side airbags
- * SecuriLock immobilizer
- * Tachometer
- * Underseat ducts
- * 60-40 folding rear bench

Exterior: Star White Metallic Tri-Coat

Interior: Ebony w/ActiveX Seating Material Heated Bucket Seats

- * 4-wheel ABS
- * Electric parking brake
- * P 245/60R18 BSW AS H-rated tires
- * Advance Trac w/Roll Stability Control
- * Dual zone electronic automatic temperature control
- * SiriusXM with 360L AM/FM/Satellite with seek-scan, external memory control
- * Daytime running
- * Rear child safety locks
- * Variable intermittent speed-sensitive wipers wipers
- * Dual front airbags
- * Airbag occupancy sensor
- * Rear window defroster
- * Message Center
- * Heated reclining front bucket seats
- * Audio control on steering wheel

Fuel Economy

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$39,345.00
Equipment Group 201A	N/C
Engine: Twin-Scroll 2.0L EcoBoost	Included
Transmission: 8-Speed Automatic w/SelectShift	Included
3.80 Axle Ratio	Included
GVWR: TBD	Included
Tires: 245/60R18 AS BSW	Included
Wheels: 18" Sparkle Silver-Painted Aluminum	Included
ActiveX Seating Material Heated Bucket Seats	Included
Monotone Paint Application	STD
112.2" Wheelbase	STD
Radio: AM/FM Stereo/MP3 Capable	Included
50-State Emissions System	STD
Active Transmission Warm-Up	Included
SYNC 4A w/Enhanced Voice Recognition	Included
SiriusXM w/360L	Included
FordPass Connect	Included
Front License Plate Bracket	N/A
Star White Metallic Tri-Coat	\$995.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough
09/22/2022

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 Edge 4dr AWD SEL (K4J)

Price Level: 315

Major Equipment

City

21 mpg



Hwy

28 mpg

As Configured Vehicle

MSRP

Ebony w/ActiveX Seating Material Heated Bucket Seats .. N/C

SUBTOTAL \$40,340.00

Destination Charge \$1,495.00

TOTAL \$41,835.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

COUNCIL COMMUNICATION

Meeting Date: 11/03/2022

Item Title: Acquisition of Property for Cherry Lane Phase III

Department: Transportation

Presented by: Jim Kerr, Transportation Director

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Acquisition of 3895 Sulphur Springs Road ("Property") for construction of Cherry Lane Phase III.

Staff Recommendation

Authorize the acquisition of the Property and authorize the City Manager to sign documents for completion of real estate purchase.

Background Information

This property appraised for \$600,000. Consistent with federal guidelines, the owners of the Property have submitted a request for an Administrative Settlement in the amount of \$660,000, a 10% increase over the appraisal. Staff believes that this is a reasonable settlement to avoid the time, expense, and risk of condemnation litigation.

The City participates 20% of the funding for Cherry Lane Phase III Right-of-Way Acquisition Phase, with the remaining 80% federally funded.

Council Priorities Served

Responsible budgeting

Improvements of roadway infrastructure with federal dollars allows local funds to be used for other community purposes.

Expand infrastructure

Improvement of the City's roadway network enhances the capacity of the City's roadway system.

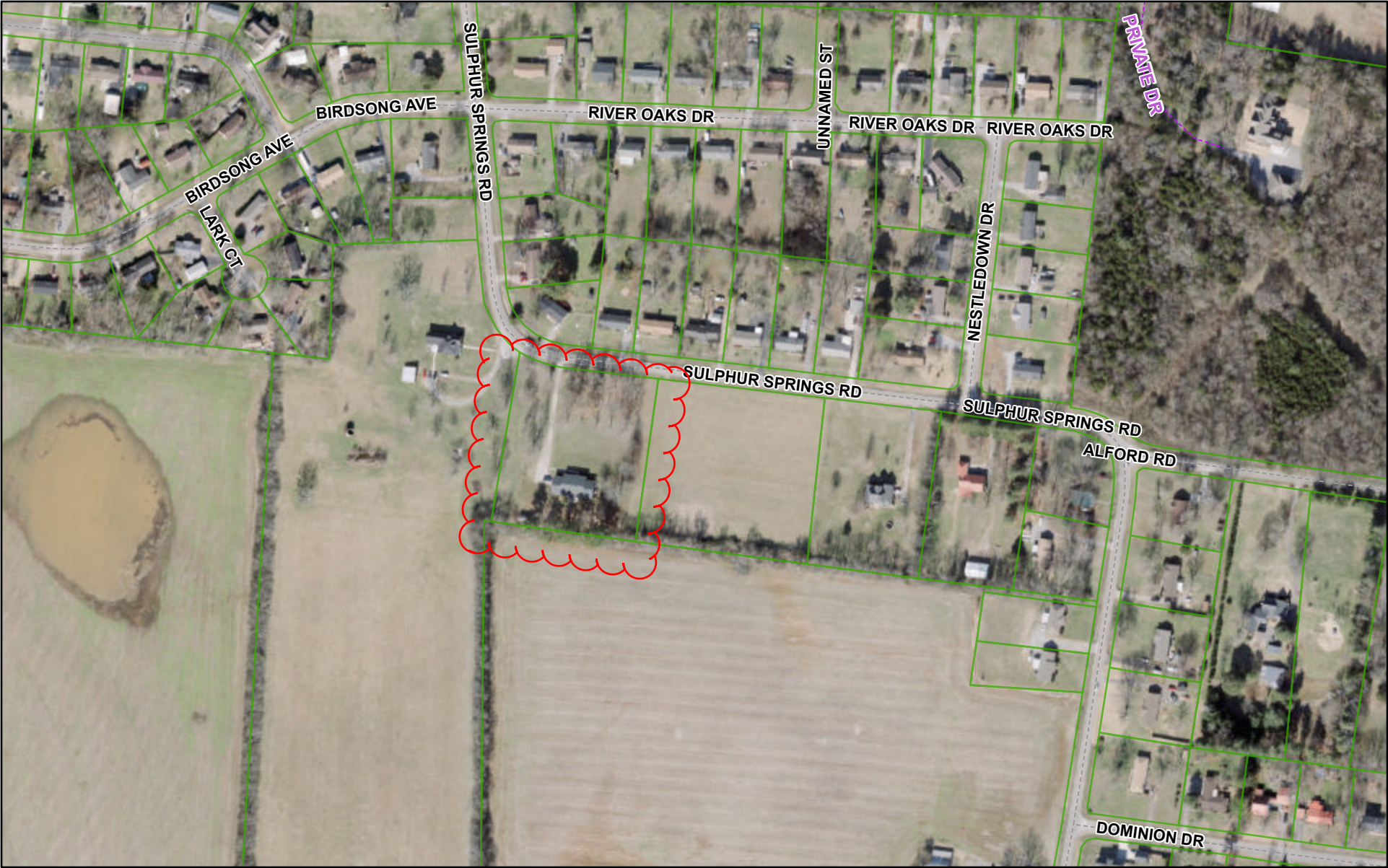
Fiscal Impact

This expenditure, \$660,000, is funded by the FY19 CIP Budget, with \$528,000 (80%) from federal funds and \$132,000 (20%) from City funds.

Attachments

1. Overhead showing property to be acquired.
2. Plan sheet highlighting property.

Murfreesboro GIS Data



10/28/2022, 11:03:22 AM

Private Streets

Streets

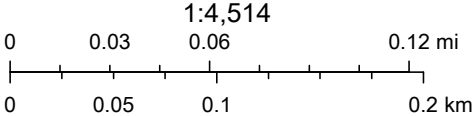
Parcels

ORTHO 2022

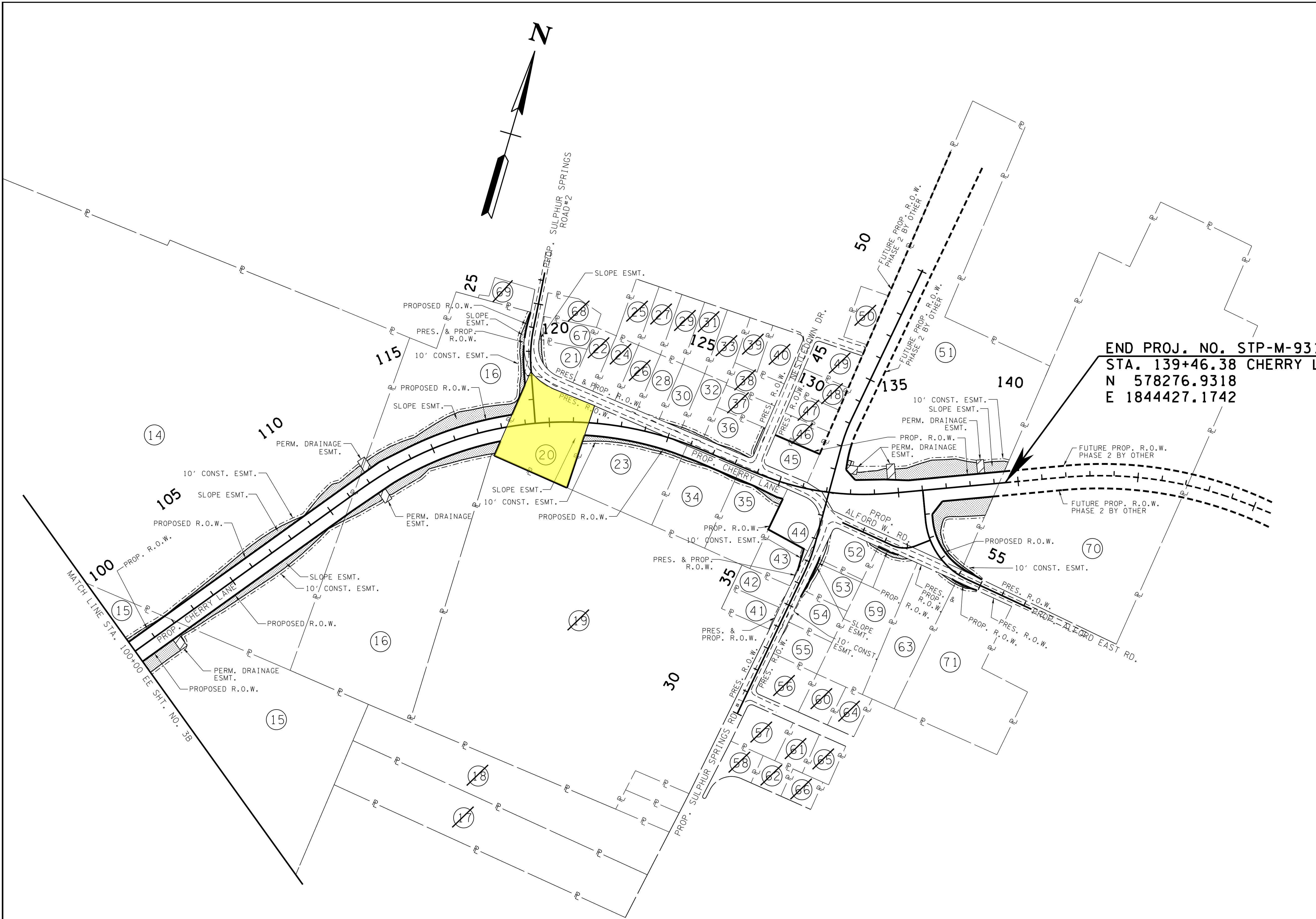
Red: Red

Green: Green

Blue: Blue



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TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-M-9311(21)	3C

REV. 3-3-22: REMOVED ALIGNMENT ALONG NESTLEDOWN DR. STRIKED THROUGH TRACT 68. REVISED ALIGNMENT OF SULPHUR SPRINGS RD #1. UPDATED R.O.W. & EASEMENTS ALONG SULPHUR SPRINGS RD #1.

REV. 3-23-22: REVISED EASEMENTS ALONG SULPHUR SPRINGS RD #1.

END PROJ. NO. STP-M-9311(21)(R.O.W.)
STA. 139+46.38 CHERRY LANE
N 578276.9318
E 1844427.1742

SEALED BY

CITY OF MURFREESBORO

PROPERTY
MAP

STA. 100+00 TO END PROJ.
SCALE: 1"=200'

COUNCIL COMMUNICATION

Meeting Date: 11/03/2022

Item Title: SSR Task Order for Water Resource Recovery Facility Standby Power Improvement Project 1

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Engineering task order with Smith Seckman Reid, Inc. (SSR) for the Water Resource Recovery Facility's (WRRF) Control Building Standby Power improvement project.

Staff Recommendation

Approve Engineering Task Order 2241026.0 with SSR.

Background Information

SSR conducted a Standby Power Generation Distribution study at the WRRF to evaluate the auxiliary power system, identify areas at risk, and recommend infrastructure upgrades. Using both the study findings and information gathered during the facility site visit, SSR made recommendations for five distinct areas of the plant that need equipment or improvements to mitigate the risk of an electrical outage due to loss of the main utility power. These five areas were then prioritized and placed in the Department's 5-Year CIP (Fiscal Years 2023 through 2027).

The proposed task order is for SSR to design, bid, and administer construction of WRRF Standby Power FY23 Project. SSR proposed fees are part of the expenses \$1.08m WRRF Standby Power Project 1 improvements reflected in FY23 Rate Funded Capital Budget.

Council Priorities Served

Responsible budgeting

Maintaining and improving the City's wastewater treatment facility is critical to assuring the highest quality of service with the lowest financial impact on rates.

Fiscal Impact

This expense, \$115,000, is funded by MWRD working capital reserves. The expenses of \$1,080,000 for Project 1 WRRF Standby Power improvements are reflected in the Fiscal Year 2022-23 Rate Funded Capital Budget.

Attachments

1. SSR Engineering Task Order 2241026.0
2. Standby Power Generation/Distribution Equipment study

Task Order

In accordance with the Standard Form of Agreement Between Owner and Engineer for Professional Services, dated August 6, 2002 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: _____, 2022
- b. Owner: Murfreesboro Water Resources Department
- c. Engineer: Smith Seckman Reid
- d. Specific Project (title): WRRF Standby Power Generation/Distribution Equipment Study Switchgear Improvements
- e. Specific Project (description): The project includes the design, bidding, and construction administration for the replacement of existing switchboard with new and properly sized switchgear, replacement of an MCC, and a new 450 kW standby generator adjacent to the new switchgear.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

the services (and related terms and conditions) set forth in the following sections of Basic Services of Engineer in the Agreement modified herein for this specific Task Order, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Preliminary Design Phase (Agreement, Paragraph 1.3):
- Final Design Phase (Agreement, Paragraph 1.4) as modified below:
 - Preparation of construction drawings and specifications to be delivered for MWRD review at 50% and 90% project milestones
 - Preparation of opinion of probable construction costs to be delivered for MWRD review at the 50-percent milestone and a final cost opinion delivered to MWRD prior to MWRD contract procurement (100% milestone)
- Bidding or Negotiating Services (Agreement, Paragraph 1.5) as stipulated below:
 - Engineer will issue drawings and technical specifications to John Bouchard & Sons and MR Systems, requesting scope and price proposals.
 - Engineer will respond to requests for information.

- Engineer will review proposal for proper scope and make a recommendation regarding award of the contract.
 - Construction Phase Services (Agreement, Paragraph 1.6) and the following:
 - Visit the Site promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 - not including Resident Project Representative (RPR) services (as referenced in 1.6.2.1).
 - Operational Phase Services (Agreement, Paragraph 1.7)
- B. All the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Exclusions

- C. Services associated with government funding programs, i.e., State Revolving Fund loan program.
- D. Study and Report Phase Services (Agreement, Paragraph 1.2).
- E. Murfreesboro Codes and TDEC review submittals.
- F. SCADA/telemetry equipment design.
- G. Controls integration services.
- H. Bidding or Negotiating Phase (Agreement, Paragraph 1.5). See above for limited services.
- I. Construction contract document preparation.
- J. Reviewing monthly payment requests.
- K. Monthly construction progress meetings.
- L. Construction contractors and materials delivery scheduling and coordination.
- M. RPR Services (Agreement, Paragraph 1.6.1). These services will be provided under a separate Task Order, if Owner should require these services.

4. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:

set forth as Additional Services in Part 2—Additional Services of Engineer, of the Agreement modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

5. Owner's Responsibilities

Owner shall have those responsibilities set forth in Section 3 of the Agreement, subject to the following:

- A. Delete Paragraph 3.5.

6. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish electronic review copies of the 50% Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within 45 days of the receipt of Owner's comments regarding the basis of design memorandum.
Owner	Submit comments regarding 50% Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within 5 days of the receipt of 50% Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish electronic review copies of the 90% Drawings and Specifications, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within 35 days of the receipt of Owner's comments regarding the 50% Preliminary Design Phase documents.
Owner	Submit comments and instructions regarding the 90% Drawings and Specifications, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within 5 days of the receipt of the 90% Drawings and Specifications, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish electronic copies of the 100% Drawings and Specifications, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner and to John Bouchard & Sons.	Within 10 days of the receipt of Owner's comments and instructions regarding the 90% Drawings and Specifications, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

7. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Section 1 of Agreement)		
a. Preliminary and Final Design Phase	\$82,250	
b. Bidding or Negotiating Phase	\$4,250	
c. Construction Phase*	\$17,000	
d. Operational Phase	\$3,000	
e. Project Management	\$8,500	
TOTAL COMPENSATION (lines 1.a-e)	\$115,000	Hourly Not to Exceed
REIMBURSABLE EXPENSES **		
a. Out-of-Town Mileage	\$0	\$0.625 /mile
b. Air Transportation	\$0	At Cost
c. Meals and Lodging	\$0	At Cost
d. External Plotting	\$500	At Cost

8. Consultants retained as of the Effective Date of the Task Order:

A. None.

9. Attachments:

B. None.

10. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2022.

CITY OF MURFREESBORO:

WITNESS:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

SMITH SECKMAN REID:

WITNESS:

By: 

By: 

Print Name: Andrew T. Johnson

Print Name: Brentley D. Fowler

Title: Principal

Title: Principal

APPROVED AS TO FORM:

DocuSigned by:

Adam F. Tucker

City of Murfreesboro Legal Department

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STANDBY POWER GENERATION/ DISTRIBUTION EQUIPMENT STUDY

Murfreesboro Water Resource Recovery Facility (MWRRF)

Murfreesboro, TN

SSR Project # 20410140

December 15, 2021

Performed by:
Smith Seckman Reid, Inc.
2995 Sidco Drive
Nashville, TN 37204



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Executive Summary

Smith Seckman Reid, Inc. (SSR) was contracted by Murfreesboro Water Resources Department (MWRD) to perform an Electrical Equipment Assessment for the **Murfreesboro Water Resource Reclamation Facility (MWRRF)** located in Murfreesboro, TN. The purpose of this assessment is to evaluate the auxiliary power system, identify areas at risk or recommended infrastructure upgrades.

A kick-off meeting was held at the plant and a walkdown of the electrical equipment was performed. Equipment verified included utility transformers, 480V Switchgear, Motor Control Centers, 480V Power Distribution Panels, Generators and UPS systems. During the kick-off and walkdown, various areas of the plant were identified by personnel as being at risk of putting the plant out of operation if the equipment powering them went out of service. Other inputs to this assessment include an SKM model and Arc Flash Assessment of the plant SSR performed in 2016 and conformed drawings from the latest expansion project.

Using both the study and information gathered during the walkdown, SSR has put together recommendations for five areas of the plant that are currently at risk for an outage due to loss of utility power.

Priority	Area/Process	Description of Modification	Magnitude of Cost
1	Control Building		
	a. Switchboard Replacement		\$500,000
	b. Generator Addition	450kW Generator	\$300,000
	c. Swap MCC for a Panelboard		\$20,000
2	Oxidation Ditches 1 & 2 Transformer		
	a. Generator Addition	1250kW Generator	\$600,000
	b. Use Existing Generator	1600kW Generator	\$300,000
3	WAS/RAS Pump Room MCCs		
	a. Generator Addition	400kW Generator	\$300,000
	b. Use Existing Generator	750kW Generator	\$300,000 \$150k?
4	Biosolids MCC N8A		
	a. Generator Addition	200kW Generator	\$200,000
	b. Use Existing Generator	1000kW Generator	\$300,000
5	Post Aerators Utility Transformer		
	a. Use Existing Generator	1000kW Generator and new SWGR	\$600,000
6	Old Headworks	Replacement Generator	\$200,000

I. Overview

A. Description of Site Distribution

The Murfreesboro Water Resource Recovery Facility (MWRRF) is a wastewater treatment plant with a large campus made up of various buildings and process areas. The overall facility is served by a single utility service feeding eleven (11) pad-mounted utility transformers with 480Y/277 volts on the secondary. The utility transformers supply three-phase, 480Y/277 volt power to switchboards and motor control centers (MCC). Power is then distributed to motor loads, 480 volt panelboards, 480-208Y/120 volt step down transformers and UPS Systems. Control panels, lighting and receptacle loads are fed from 208Y/120 volt branch circuit panelboards. Seven of the Services utilize diesel generators and automatic transfer switches for standby power. Service areas were identified as follows:

	Service	Process	Generator Back-up (Y/N)
1.	Control Building Switchboard	Bldg 5, Lab Bldg 3, Maint. Shop, Bldg 14, Storage Bldg, Sludge Recirc & Transfer Pumps	N
2.	WAS/RAS Pump Room MCCs	Clarifiers 1-4, WAS & RAS Pumps	N
3.	Final Clarifier Switchboard H6A	Clarifiers 5 & 6	Y
4.	Oxidation Ditch MCC-3	Oxidation Ditch No. 3	Y
5.	Tertiary Filter Control Building Switchboard H8DP	Tertiary Filters & Filters 1-8	Y
6.	Main Pump Station MSB1		Y
7.	Biosolids MCC N8A	Screw Conveyors, Flocculators, Rotary presses, and Polymer System	N
8.	Post Aerators Utility Transformer	UV System, Filter Bldg. #9, Reuse Pumps, Aerator Pumps	Y – Partial (UV System, Filter Bldg, One Aerator Pump)
9.	Oxidation Ditches 1 & 2 Transformer	Bldg 6, Oxidation Ditches 1 & 2	N

10.	Old Headworks MSB2	Out of service, one feed to Control Bldg. Hach WIMS Historian Data Server	Y
11.	New Headworks		Y

Five (5) of these service areas do not have back-up generator power available to them. If the utility feed to these areas is out of service, these areas will go black. Those areas are:

1. Control Building

The Control building switchboard is powering up several other buildings which subsequently do not have back-up generator power (see list of buildings in the chart above). It was also noted that the control building switchboard is decades old, is showing some corrosion, and is past its useful life. Failure of the switchboard itself could cause power outages in several areas such as the building itself, the lab, and take the sludge pumps out of service. In the past, nuisance ground fault tripping has occurred within the gear causing extended outages and repair costs. An unexpected maintenance issue with the switchboard could take days to weeks to resolve since components of the switchboard may now be obsolete.

An outage in this area means the sludge holding tank recirculation and sludge transfer pumps are out of service. In a worst case scenario, having the sludge transfer pumps out of service for a prolonged amount of time could prevent sludge from being removed from the plant and disrupt the biological process. Also, an outage would mean the laboratory would be out of service. This could lead to testing and compliance issues.

2. WAS/RAS Pump Room

The utility transformer outside the Filter Building feeds the Waste Activated Sludge/ Return Activated Sludge Pump Room next to the Final Clarifiers No. 1 through 4. The filter building is on a generator, however, the two MCCs in the building do not have an alternate backup feed. In the event of a power loss, the plant does have an ability to store some of the waste for a short period of time in the oxidation ditches and final clarifiers dependent on plant conditions and time of year. If this timeframe is exceeded, the biological process in the plant can be disrupted leading to treatment issues. Waste activated sludge could be removed from the plant via rental liquid tanker trucks but at a significant cost.

3. Biosolids

The biosolids MCC N8A is feeding all the electrical panels and equipment in the building. If there is a utility outage, equipment such as the screw conveyors, flocculators, rotary presses, and polymer system will be out of service. When this equipment is out of service, there is nowhere for the waste sludge to go, unless tanker trucks are used, and it must be stored as described above. The same type of impact will occur as noted for a power outage at the WAS/RAS Pump Room.

4. Post Aerator MCCs N7A and N7B

Two of the Post Aerator Building MCCs are not on the building's back-up generators. Critical motors fed from these buses include both 40 hp Reuse Water Pumps which supply the reuse water lines. When these pumps are out of service, the plant cannot supply reuse water to Murfreesboro and the plant must discharge all of the influent flow to the West Fork Stones River.

Only one of the Aerator Pumps is on back-up generator power. A dissolved oxygen discharge violation could result from the other three pumps being out of service.

5. Carrousel 1&2

Mixers and aerators for Carrousels 1 and 2 are fed from a utility transformer adjacent to the building. When power is lost to this area, the main biological treatment process will be impacted leading to treatment issues. An extended outage may mean the biology of the process is destroyed taking weeks to restore the treatment process.

II. Summary

A. Recommendations

SSR has come up with the following infrastructure recommendations to reduce risk of plant outages.

1. Control Building

- a. SSR recommends replacing the main 480V Switchboard in the Control Building with a new 480V Switchgear. The current switchboard is decades old and powers several areas of the plant. Loss of the switchboard due to a maintenance issue could cause an outage for days or weeks if an obsolete part is difficult to find. A replacement it is not only more reliable, but can also be safer for personnel. SSR also recommends eliminating the feed from old headworks as it will not be needed.
- b. SSR recommends installing an emergency diesel generator adjacent to the Switchgear. Based on metering data from Middle Tennessee Electric (MTE), a 450kW generator was sized based on the Owner's requirement of powering four Sludge Recirc Pumps (2 future), and eight sludge transfer pumps. This size does not include the Dryer addition. If the generator is required to also support the Dryer addition, the size of the generator recommended is 1000kW.
- c. SSR recommends procuring a smaller Switchgear than is currently being used. Based on the walkdown observations and metering data from Middle Tennessee Electric, the current load on the switchboard seems to be much less than what the switchboard was originally sized for.

2. WAS/RAS Pump Room

SSR recommends adding generator power to the existing MCCs N4A and N4B for Final Clarifiers 1 through 4 at the WAS/RAS Pump Room. SSR has sized a 400kW generator based on the Client's requirements of powering eight WAS Pumps and eight RAS Pumps. SSR has also concluded that the existing 750kW generator G-8 by the Tertiary Filter Building is large enough to provide power to this service as well as the ones they are already servicing. Existing underground duct bank from the Filter Building to the WAS/RAS Pump Room could be utilized to take a new feed to the WAS/RAS MCCs and put them on generator G-8.

3. Biosolids Building

SSR recommends adding generator power for MCC N8A. Utilizing data from MTE, and based on running eight Flocculators and auxiliaries, a 200kW generator should be of sufficient size. Another solution may be utilizing the 1000kW generator next to the Post Aerator Basin. The existing ATS would be removed, and a new Switchgear procured to transfer power to all MCCs from utility to the generator and vice versa.

4. Post Aerator MCCs N7A and N7B

Two of the Post Aerator Building 1200A MCCs are not on the building's back-up generators. SSR recommends replacing the ATS with a new Switchgear so that all the MCCs can be fed from the existing 1000kW generator.

5. Oxidation Ditches 1&2

Three 1200A MCCs feeding oxidation ditches 1 and 2 are not covered by back-up power in this area. A 1250kW generator is large enough to support all three if the utility power is not available. SSR recommends either a new generator at this location or re-locating the 1600kW generator at the pump station.

6. Old Headworks

If old headworks is recommissioned, SSR recommends replacing the existing generator at this location.

III. Summary

B. Conclusions

SSR has done the following cost estimate for each recommendation listed above.

Priority	Area/Process	Description of Modification	Magnitude of Cost
1	Control Building		
	d. Switchboard Replacement		\$500,000
	e. Generator Addition	450kW Generator	\$300,000
	f. Swap MCC for a Panelboard		\$20,000
2	Oxidation Ditches 1 & 2 Transformer		
	c. Generator Addition	1250kW Generator	\$600,000
	d. Use Existing Generator	1600kW Generator	\$300,000
3	WAS/RAS Pump Room MCCs		
	c. Generator Addition	400kW Generator	\$300,000
	d. Use Existing Generator	750kW Generator	\$150,000
4	Biosolids MCC N8A		
	c. Generator Addition	200kW Generator	\$200,000
	d. Use Existing Generator	1000kW Generator	\$300,000
5	Post Aerators Utility Transformer		
	b. Use Existing Generator	1000kW Generator and new SWGR	\$600,000
6	Old Headworks	Replacement Generator	\$200,000

C. Assumptions/Exceptions

1. General

- Loads on existing buses were estimated using historical metering information provided by Middle Tennessee Electric.

A. Attachments

1. Overall One-Line Sketches

COUNCIL COMMUNICATION

Meeting Date: 11/03/2022

Item Title: Purchase of Supervisory Control and Data Acquisition (SCADA) Servers

Department: Water Resources

Presented by: Darren Gore, Assistant City Manager

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Purchase of Supervisory Control and Data Acquisition (SCADA) servers for the water and wastewater plants.

Staff Recommendation

Approve purchase of SCADA servers.

Background Information

SCADA servers at both plants are past reasonable life and are reaching storage capacity. Plant operations are essential to the production of potable water and the processing of wastewater at the water and wastewater plants, respectively. The new servers will ensure adequate and effective computer systems for critical operations at both plants.

Initially the budget for these systems was \$370,000. MWRD and City IT assisted Waypoint in modifying the system specs to save over \$150,000 in equipment costs. An additional expenditure will be required for installation services once the servers become available. Expenditure of funds for installation services will be requested in the future.

Council Priorities Served

Responsible Budgeting

Maintaining computer hardware ensures efficient and cost-effective functioning of water and wastewater plant processes.

Fiscal Impact

This expense, \$187,787, will be funded by MWRD FY23 Capital Budget.

Attachment

Contract with Waypoint Business Solutions, LLC

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
WAYPOINT BUSINESS SOLUTIONS, LLC
FOR
SUPERVISORY CONTROL AND DATA ACQUISITION**

This Agreement (the "Agreement") is entered into this _____ day of _____ 2022 (the "Effective Date"), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee, ("City") and **WAYPOINT BUSINESS SOLUTIONS, LLC**, a Texas limited liability company, (hereafter referred to as "Waypoint"). City and Waypoint are collectively referred to in this Agreement as the "Parties." This contract consists of the following documents:

- ***Dell Contract Code #51AHO, Customer Purchase Agreement for Products and Services between Dell Marketing L.P. and Wilson County Board of Education;***
- ***Waypoint's Quote #AAAQ14089 dated July 27, 2022; and***
- ***This Agreement***

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- 1. Any properly executed amendment or change order to this contract (most recent with first priority)***
- 2. This Agreement***
- 3. Dell Contract Code #51AHO, Customer Purchase Agreement for Products and Services between Dell Marketing L.P. and Wilson County Board of Education***
- 4. Waypoint's Quote # AAAQ14089 dated July 27, 2022 (Exhibit A)***

In consideration of the promises contained in this Agreement, the Parties stipulate, represent and agree, each to the other, as follows:

- 1. Scope of Agreement.** This Agreement contains the entire Agreement and understanding with respect to the subject matter hereof and supersedes all prior discussions, agreements, proposals, negotiations, letters of intent or other correspondence. Neither of the Parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to such subject matter other than as expressly provided in this Agreement or as agreed by the Parties in writing on or subsequent to the date of this Agreement.
- 2. Duties and Responsibilities of Waypoint.** Waypoint agrees to provide and City agrees to purchase the equipment and services set forth on Waypoint's Quote #AAAQ14089 dated July 27, 2022 from Dell Contract Code #51AHO, Customer Purchase Agreement for Products and Services between Dell Marketing L.P. and Wilson County Board of Education. Waypoint is an Authorized Reseller for Dell on the Wilson County Board of Education Contract.
- 3. Agreement for Services.** In undertaking the work set forth herein, Waypoint must comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. Waypoint is solely response to any and all taxes imposed upon Waypoint and acknowledges it cannot claim exemption from taxes by virtue of any municipal exemption from taxation.

4. **Term.** The term of this contract shall be from March 28, 2019 (the “Effective Date”) to March 27, 2024 (the termination date for the Dell Contract Code #51AHO, Customer Purchase Agreement for Products and Services between Dell Marketing L.P. and Wilson County Board of Education).
5. **Termination.** Waypoint’s performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Waypoint, provided that Waypoint notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Waypoint fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Waypoint of any liability to the City for damages sustained by virtue of any breach by Waypoint.
 - e. Should the appropriation for Waypoint’s work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Waypoint.
6. **Independent Contractor.** In the performance of this Agreement, Waypoint, together with its staff, is acting as an independent contractor with respect to Waypoint’s performance hereunder and neither Waypoint nor anyone used or employed by Waypoint shall be deemed for any purpose to be the employee, agent, servant or representative of City, and City shall have no direction or control of Waypoint, except in the results obtained.
7. **Payment.**
 - a. **Price.** The price for the goods and other items to be provided under the initial purchase under this Agreement are set forth in Waypoint’s Quote #AAAQ14089 dated July 27, 2022, which reflects a purchase price of \$93,893.37. Any compensation due Waypoint under this agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Waypoint after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase number. Final payment shall not be made until after performance is complete.
 - b. **Delivery.** Deliveries of all items shall be made within 60 calendar days of order or as best provided by Contractor to 300 NW Broad, Murfreesboro, TN 37130. Contact Person Jeff Broach, Murfreesboro Water Resources, (tel. 615-890-0862 ext 3011; email jbroach@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during normal working hours of the City, Monday through Friday. Deliveries of all items shall be made as stated in Waypoint’s Quote #AAAQ14089. Should Waypoint fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. Waypoint shall be responsible for

making any and all claims against carriers for missing or damaged items.

- c. **Acceptance.** Delivered items will not be considered “accepted” until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. Such inspection shall take place within 10 days. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in Dell Contract Code #51AHO, Customer Purchase Agreement for Products and Services between Dell Marketing L.P. and Wilson County Board of Education.
- d. **Purchase Order.** All deliveries made pursuant to the Agreement must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the purchase price.
- e. **Applicable Taxes.** City is exempt from State sales tax and will issue a tax exemption certificate to Waypoint as requested. City shall not be responsible for any taxes that are imposed on Waypoint. Furthermore, Waypoint understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

8. Insurance.

- a. During the term of this Agreement, Waypoint must maintain the following liability insurance policies:
 - i. Commercial general liability insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - ii. Automobile liability insurance of at least \$1,000,000 per occurrence;
 - iii. Professional (errors and omissions) liability insurance of at least \$1,000,000 per claim and \$1,000,000 aggregate; and
 - iv. Workers’ compensation complying with statutory requirements and employer’s liability insurance with a limit of \$500,000 per occurrence.
- b. Waypoint will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon; and (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: “The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents.”

9. Confidentiality.

All information disclosed by either party (“Disclosing Party”) to the other party (“Receiving Party”), including, but not limited to information relating to a party’s business activities and the results of Work performed by Waypoint pursuant to this Agreement, if disclosed in writing, marked as proprietary or confidential, or if disclosed orally, reduced to writing within thirty (30) days and labeled as proprietary or confidential (“Confidential Information”) shall remain the sole property of

Disclosing Party. Except for the specific rights granted by this Agreement, Receiving Party shall not use any Confidential Information of Disclosing Party for its own account. Receiving Party shall use the highest commercially reasonable degree of care to protect Disclosing Party's Confidential Information. Receiving Party shall not disclose Confidential Information to any third party without the express written consent of Disclosing Party (except solely for Receiving Party's internal business needs, to employees or consultants who are bound by a written agreement with Receiving Party to maintain the confidentiality of such Confidential Information in a manner consistent with this Agreement). Confidential Information shall exclude information (i) available to the public other than by a breach of this Agreement; (ii) rightfully received from a third party not in breach of an obligation of confidentiality; (iii) independently developed by Receiving Party without access to Confidential Information; (iv) known to Receiving Party at the time of disclosure; or (v) produced in compliance with applicable law or a court order, provided Disclosing Party is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production.

Upon termination of this Agreement, Receiving Party agrees to cease using any and all materials embodying Confidential Information, and to promptly return such materials to Disclosing Party upon request, or make such other reasonable disposition as Disclosing Party may direct.

10. Warranty.

Unless otherwise specified, every item purchased shall meet the warranty requirements set forth in the quote or purchase order for the specific item.

11. Indemnification.

- a. **City Indemnity Obligation.** Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Waypoint from any claims arising from any failure, regardless of any language in any attachment or other document that Waypoint may provide.
- b. **Waypoint Indemnity Obligation.** Waypoint shall defend, indemnify and hold harmless City from any third-party claim or action that the Services, Work, Software or Equipment ("Deliverable") delivered by Waypoint pursuant to this Agreement infringe or misappropriate that third party's patent, copyright, trade secret, or other intellectual property rights, and shall reimburse City for all reasonable expenses (including, without limitation, attorneys' fees and expenses) as they are incurred in connection with pursuing or defending any third-party claim or action, whether or not such claims are successful. In addition, if Waypoint receives notice of a claim that, in Waypoint's reasonable opinion, is likely to result in an adverse ruling, then Waypoint shall at its option, (a) obtain a right for City to continue using such Service or Deliverable; (b) modify such Service to make it non-infringing; (c) replace such Service or Deliverable with a non-infringing equivalent; or (d) refund any pre-paid fees for the allegedly infringing Service or Deliverable that have not been provided. Notwithstanding the foregoing, Waypoint shall have no obligation under this Section for any claim resulting or arising from (a) City's modifications of the Service or Deliverable that was not approved by Waypoint; (b) the combination, operation or use of the Service or Deliverable in connection with a third-party product or service (the combination of

which causes the infringement); or (c) Waypoint's compliance with City's written specifications or directions, including the incorporation of any Deliverable or other materials or process provided by or requested by City. Waypoint shall be responsible for all physical injuries (including death) to persons (including but not limited to employees of City) or damage to property (including, but not limited to the property of City and Waypoint) resulting from the negligence of Waypoint or its employees and shall indemnify and save City harmless from loss and liability upon any and all claims on account of such injuries to persons or damage to property, and from all direct costs and expenses finally awarded in suit which may be brought against City on account thereof, provided, however, the City or Waypoint, as the case may be, shall be responsible for workers compensation claims brought by their respective employees, without regard to the negligence of either.

This Section states each Party's exclusive remedies for any third-party claim or action, and nothing in this Agreement or elsewhere will obligate either party to provide any greater indemnity to the other.

12. **Time Limitation.** NO ACTION, REGARDLESS OF FORM, ARISING OUT THE TRANSACTIONS UNDER THIS AGREEMENT, MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED EXCEPT THAT AN ACTION FOR NON-PAYMENT MAY BE BROUGHT WITHIN TWO YEARS OF THE DATE OF LAST PAYMENT.
13. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Waypoint and the authorized representatives of the City. It is thereafter effective as of the date set forth above.
14. **City Data.** City is responsible for securing a full data backup 24 hours before Work is to commence on an existing system for scheduled maintenance or system modification.
15. **General Provisions.**
 - a. **Exclusive Remedies.** The remedies in this Agreement are exclusive.
 - b. **Compliance with Laws.** Waypoint agrees to comply with any applicable federal, state and local laws and regulations.
 - c. **Maintenance of Records.** Waypoint must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
 - d. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
 - e. **Relationship of the Parties.** Nothing herein may in any way be constructed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a

manner contrary to the terms of the paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

- f. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- g. **Employment.** Waypoint may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- h. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Waypoint certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
- i. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
- j. **Entire Agreement/Assignment.** This Agreement: (i) is the complete and exclusive statement of the agreement between the parties, (ii) supersedes all proposals, oral or written, and all other communications between the parties relating to the subject of this Agreement; and (iii) may not be assigned, sublicensed, or otherwise transferred by either party without the prior written consent of the other party, but its terms and conditions shall extend to and bind any permitted

successor or assign. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and will not be terminated.

- k. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Waypoint may provide. The exclusive jurisdiction for any legal proceedings shall be in the courts of the State of Tennessee, County of Rutherford, and the parties expressly submit to the jurisdiction of said courts.
- l. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- m. **Survival of Proprietary Rights.** The proprietary rights and confidentiality obligations of the parties shall survive the expiration or earlier termination hereof.
- n. **Titles.** The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.
- o. **Notices.** Any and all notices between the parties under this Agreement shall be in writing and deemed received when mailed by registered mail, postage prepaid, first class, electronic mail (e-mail) to a partner, officer, or authorized representative, or delivered by courier to the following addresses:

Waypoint Business Solutions, LLC
ATTN: Darren Orsag
118 Vintage Park Blvd, W414
Houston, Texas 77070

or

Email: dorsag@waypointsolutions.com

City of Murfreesboro
ATTN: City Manager
111 West Vine Street
Murfreesboro, TN 37130

or

Email: ctindall@murfreesborotn.gov with
copy to jbroach@murfreesborotn.gov

- p. **Delay.** Waypoint shall not be liable to City for any delay or failure by Waypoint to perform its obligations hereunder or otherwise if such delay or failure by Waypoint to perform its obligations hereunder or otherwise if such delay or failure arises from any cause or causes beyond the reasonable control of Waypoint, including but not limited to, labor disputes, strikes, other labor or industrial disturbances, acts of God, floods, hurricanes, lightning, shortages of materials, rationing, utility or communication failures, earthquakes, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, regulations, or orders of any government agency or subdivision thereof, or temporary unavailability of service personnel due to other service calls received by Waypoint. In the event of such a delay or failure, and notwithstanding anything to the contrary in any Statement of Work, such delay or failure shall be excused during the continuance thereof, and the period of performance shall be extended to such

extent necessary to enable Waypoint to perform after the cause of delay has been removed.

- q. **Dispute Resolution.** City and Waypoint will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) arising out of or relating to this Agreement (a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the Dispute within 60 days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or equity.
- r. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2022
(the "Effective Date").

City of Murfreesboro, Tennessee

Waypoint Business Solutions, LLC

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: Paul Neyman
Paul Neyman, President

Approved as to form:

DocuSigned by:
Adam Tucker
Adam F. Tucker, City Attorney



118 Vintage Park Blvd, W414, Houston, TX 77070
Phone: 832-479-8540

QUOTE

Number AAAQ14089

Date Jul 27, 2022

Bill To

Murfreesboro Water Resources
Jeff Broach
300 NW Broad
Murfreesboro, TN 37130
USA

Phone 615-890-0862 x 3011
Email jbroach@murfreesborotn.gov

Ship To

Murfreesboro Water Resources
Jeff Broach
300 NW Broad
Murfreesboro, TN 37130
USA

Phone 615-890-0862 x 3011
Email jbroach@murfreesborotn.gov

Account Manager



Darren Orsag
979-325-0523
DOrsag@waypointsolutions.com

Contract

Wilson County Schools SPA
51AHO

Notes:

Here is the quote you requested.

Line	Qty	Description	Unit Price	Ext. Price
1	1	Dell ME5012 Storage Array 25Gb iSCSI 8 Port Dual Controller Rack Rails 2U ME Series 2U Bezel Power Supply, 580W, Redundant Dell EMC ME5012 Shipping Dell Hardware Limited Warranty ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years ProSupport 7x24 Technical Support and Assistance 3 Years Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355 On-Site Installation Declined 2- Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meters 5- Hard Drive Blank Filler 3.5 7- 1.92TB SSD SAS ISE Read Intensive 12Gbps 512 2.5in Hot-plug AG Drive, 3.5in HYB CARR Powercord, 125 Volt, 15Amp, 10 Foot, C13 to NEMA 5-15 Powercord, 125 Volt, 15Amp, 10 Foot, C13 to NEMA 5-15	\$28,482.50	\$28,482.50
2	3	PowerEdge R640 Server PowerEdge R640 MLK Motherboard Trusted Platform Module 2.0 V3 No Hard Drive, No Backplane chassis PowerEdge R640 Shipping PowerEdge R640 x8 Drive Shipping Material PowerEdge R640 CCC and BIS Marking, No CE Marking Intel Xeon Silver 4216 2.1G, 16C/32T, 9.6GT/s, 22M Cache, Turbo, HT (100W) DDR4-2400 No Additional Processor	\$14,869.61	\$44,608.83

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Created on 07/27/22 15:47:41 by Waypoint Business Solutions, LLC

Line	Qty	Description	Unit Price	Ext. Price
		Blank for 1CPU Configuration Standard 1U Heatsink 3200MT/s RDIMMs Performance Optimized Diskless Configuration (No RAID, No Controller) No Controller No Hard Drive BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),LP VMware ESXi 7.0 U3 Embedded Image (License Not Included) No Media Required iDRAC9,Enterprise iDRAC Group Manager, Enabled iDRAC,Legacy Password Riser Config 4, 2x16 LP Broadcom 5720 Quad Port 1GbE BASE-T, rNDC No Internal Optical Drive for x4 and x8 HDD Chassis 5 Standard Fans for R640 Dual, Hot-plug, Redundant Power Supply (1+1), 750W Standard Bezel Dell EMC Luggage Tag Quick Sync 2 (At-the-box mgmt) Performance BIOS Settings UEFI BIOS Boot Mode with GPT Partition ReadyRails Sliding Rails Without Cable Management Arm No Systems Documentation, No OpenManage DVD Kit Dell Hardware Limited Warranty Plus On-Site Service ProSupport: Next Business Day On-Site Service After Problem Diagnosis, 3 Years ProSupport: 7x24 HW/SW Technical Support and Assistance, 3 Years Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355 On-Site Installation Declined 6- 32GB RDIMM, 3200MT/s, Dual Rank 16Gb BASE x8 Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Low Profile 2- C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America VMware vSphere 7 Enterprise Plus for 1 CPU, up to 32 cores, 3YR VMware SNS		
3	1	Dell EMC S5212F-ON Switch, 12x 25GbE SFP28, 3x 100GbE QSFP28 ports, IO to PSU air, 2x PSU VLT Tech Sheet Document Dell EMC S52XX-ON Series User Guide OS10 Enterprise, S5212F-ON OS10 SmartFabric Services Dell NW Dual Tray, 4-post, S5212F-ON Dell Hardware Limited Warranty 1 Year ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 1 Year ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 2 Years Extended ProSupport:7x24 HW/SW Technical Support and Assistance, 3 Years Dell Limited Hardware Warranty Extended Year(s) Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355 Info 3rd Party Software Warranty provided by Vendor On-Site Installation Declined 3 Years ProSupport OS10 Enterprise Software Support-Maintenance Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter 8- Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 1 Meter Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	\$7,248.79	\$7,248.79

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Line	Qty	Description	Unit Price	Ext. Price
		Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13		
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5	1	N3208PX-ON, 4x1G RJ-45, 4x1/2.5/5G RJ-45, 2x10G SFP+, PoE 90W, 1xAC PSU, IO/PS, OS6 2-Post rack mount kit, Extended bracket for mounting N3208PX in 19 rack Dell EMC N3200 User guide Dell Hardware Limited Warranty 1 Year ProSupport 7x24 HW-SW Tech Support and Assistance,3 Years ProSupport Next Business Day Onsite Service After Problem Diagnosis,3 Years Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355 INSTALL DECLINED - Switch deployment performed by Customer or 3rd party 2- Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 0.5 Meter Power Cord, 125V, 13A, 6 Feet, C15 to NEMA 5-15P	\$6,432.47	\$6,432.47
SubTotal				\$93,893.37
Tax				\$0.00
Shipping				\$0.00
Total				\$93,893.37

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118 Vintage Park Blvd, W414, Houston, TX 77070
Phone: 832-479-8540

QUOTE

Number AAAQ14089-1

Date Jul 27, 2022

Bill To

Murfreesboro Water Resources
Jeff Broach
300 NW Broad
Murfreesboro, TN 37130
USA

Phone 615-890-0862 x 3011
Email jbroach@murfreesborotn.gov

Ship To

Murfreesboro Water Resources
Jeff Broach
300 NW Broad
Murfreesboro, TN 37130
USA

Phone 615-890-0862 x 3011
Email jbroach@murfreesborotn.gov

Account Manager



Darren Orsag
979-325-0523
DOrsag@waypointsolutions.com

Contract

Wilson County Schools SPA
51AHO

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COUNCIL COMMUNICATION

Meeting Date: 11/03/2022

Item Title: Full-Scale Biosolids Thermal Dryer Engineering Design Task Order

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Task order for final design services for a new thermal biosolids drying operation to be installed at the existing Water Resource Recovery Facility (WRRF).

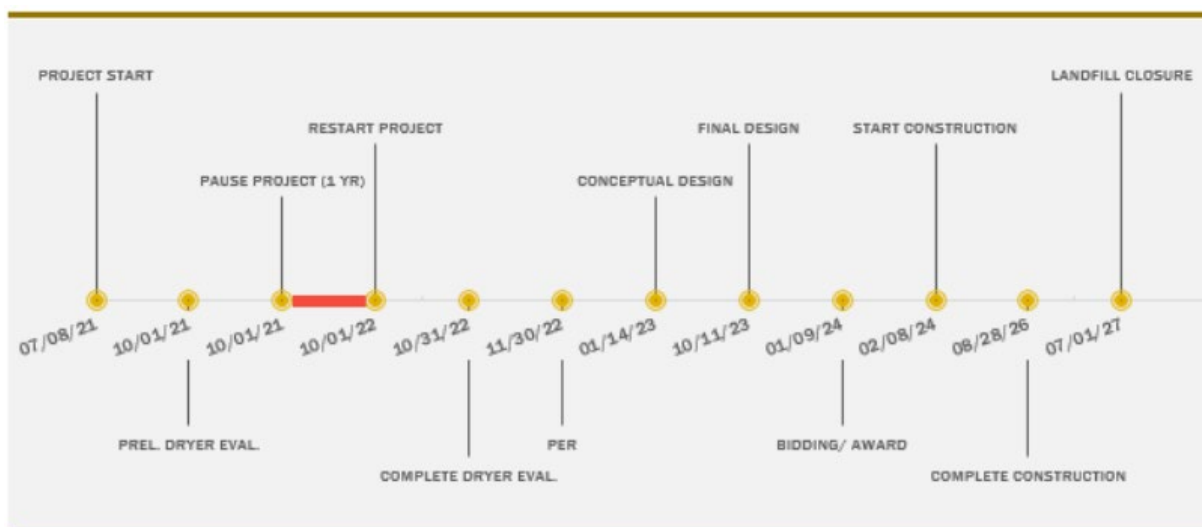
Staff Recommendation

Approve engineering services task order with Smith Seckman Reid (SSR) to design the full-scale biosolids drying process at the City's WRRF.

Background Information

In October 2021, the biosolids drying report recommended a 12-month delay before entering into a full-scale design contract. The delay allowed determination of whether Middle Point Landfill (MPL) was approved for expansion (see timeline below).

At this time, MPL's expansion appears unlikely. The timeline below also shows the expected milestones involved with completing the construction of a full-scale drying operation at the WRRF.



Rutherford County has indicated a concern that MPL will close earlier than the timeline above projects; as early as within 24 months. If closure occurs that quickly, the City will need to secure a hauling and disposal contract after the closure date and until the drying operation is complete.

The proposed task order for SSR's anticipates their services will be complete within 12 months. The contract is structured as an hourly, not-to-exceed task order, so any efficiencies gained will reduce the total costs.

The task order details SSR's design fee, \$1,407,635, in anticipated manhours. The design fee is incorporated into the \$20.825m project budget for biosolids drying.

Council Priorities Served

Responsible Budgeting

Closure of the disposal site for MSWD biosolids requires consideration of an alternative process, such as generating a beneficially reusable product, or soil amendment, from the WRRF's biosolids, which is the most sustainable and highest value to the City.

Fiscal Impact

SSR's design fee, \$1,407,635, is funded by the Project Budget incorporated into the Department's 5-yr CIP.

Attachments

SSR Engineering Task Order 2241030.0

Task Order

In accordance with the Standard Form of Agreement Between Owner and Engineer for Professional Services, dated August 6, 2002 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: _____, 2022
- b. Owner: City of Murfreesboro
- c. Engineer: Smith Seckman Reid
- d. Specific Project (title): WRRF Full-Scale Thermal Dryer Design
- e. Specific Project (description): The project includes the report, preliminary design, and final design services for a new thermal sludge dryer to be installed in the Truck Bay of the existing Biosolids Building at the existing Water Resource Recovery Facility (WRRF).

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

the services (and related terms and conditions) set forth in the following sections of Basic Services of Engineer in the Agreement modified herein for this specific Task Order, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Study and Report Services (Agreement, Paragraph 1.2) and the following:
 - Confirm previous task order evaluation of various dryer technologies and manufacturers and make final selection of the preferred vendor
 - Site visits (up to 2 visits with up to 4 representatives from MWRD and 2 representatives from SSR) to facilities with similar dryer technologies and facilities that utilize treatment processes like the MWRRF
 - Prepare and submit a preliminary engineering report to MWRD and TDEC for approval
- Preliminary Design Phase (Agreement, Paragraph 1.3)
 - Design will be based on a single preferred manufacturer as selected by MWRD
- Final Design Phase (Agreement, Paragraph 1.4) as modified below:
 - Preparation of construction drawings and specifications to be delivered for MWRD review at 30%, 60%, 90%, and 100% project milestones

- Preparation of opinion of probable construction costs to be delivered for MWRD review at each milestone
 - Preparation and submittal of 100% drawings and specifications to TDEC, Murfreesboro Codes, and Murfreesboro Planning Commission
 - Bidding or Negotiating Services (Agreement, Paragraph 1.5)
 - Bidding or negotiating phase services will be provided under a separate task order and only if authorized by MWRD
 - Construction Phase Services (Agreement, Paragraph 1.6) and the following:
 - Construction phase services will be provided under a separate task order and only if authorized by MWRD
 - Operational Phase Services (Agreement, Paragraph 1.7)
 - Operational phase services will be provided under a separate task order and only if authorized by MWRD
- B. All the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Exclusions

- A. Building improvement design services unrelated to the thermal dryer process.
- B. Equipment procurement services and contracting.
- C. Bidding or negotiating services.
- D. Construction phase services.
- E. Operational phase services.
- F. Services associated with government funding programs, i.e., State Revolving Fund loan program.
- G. Product disposal evaluation or marketing studies.
- H. Controls integration services.
- I. RPR Services (Agreement, Paragraph 1.6.1). These services will be provided under a separate Task Order if Owner should require these services.

4. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:

set forth as Additional Services in Part 2—Additional Services of Engineer, of the Agreement modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

5. Owner's Responsibilities

Owner shall have those responsibilities set forth in Section 3 of the Agreement, subject to the following:

A. Delete Paragraph 3.5.

6. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule. If additional services are requested as a result of the Study and Report Phase Services the following schedule will be adjusted to allow time for Board and Council approval of separate task order and an additional 30 days to the design schedule.

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish electronic review copies of the Preliminary Engineering Report (PER) and other Study and Report Phase deliverables to Owner.	Within 40 days of the final selection of the preferred dryer equipment technology and manufacturer.
Owner	Submit comments regarding PER and other Study and Report Phase deliverables to Engineer.	Within 10 days of the receipt of PER and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish electronic copies of the revised PER and other Study and Report Phase deliverables to Owner.	Within 5 days of the receipt of Owner's comments regarding the PER and other Study and Report Phase deliverables.
Engineer	Furnish electronic review copies of the 30% Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within 50 days of the receipt of Owner's comments regarding the PER.
Owner	Submit comments regarding 30% Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within 5 days of the receipt of 30% Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish electronic review copies of the 60% Final Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within 120 days of the receipt of Owner's comments regarding the 30% Preliminary Design Phase documents.
Owner	Submit comments regarding 60% Final Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within 10 days of the receipt of 60% Final Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish electronic review copies of the 90% Drawings and Specifications, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within 130 days of the receipt of Owner's comments regarding the 60% Preliminary Design Phase documents.

Owner	Submit comments and instructions regarding the 90% Drawings and Specifications, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within 10 days of the receipt of the 90% Drawings and Specifications, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish electronic review copies of the 100% Drawings and Specifications, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner and Regulatory agencies.	Within 7 days of Owner's comments regarding 90% Drawings and Specifications and other 90% documents.

7. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Section 1 of Agreement)		
a. Study and Report Phase	\$94,565	
a. Preliminary and Final Design Phase	\$1,214,485	
b. Bidding or Negotiating Phase	Not in Scope	
c. Construction Phase	Not in Scope	
d. Operational Phase	Not in Scope	
e. Project Management	\$98,585	
TOTAL COMPENSATION (lines 1.a-e)	\$1,407,635	Hourly Not to Exceed
REIMBURSABLE EXPENSES *		
a. Out-of-Town Mileage	\$750	\$0.625 /mile
b. Air Transportation	\$3,750	At Cost
c. Meals and Lodging	\$3,800	At Cost
d. External Plotting	\$1,600	At Cost
e. Regulatory Reviews	\$5,000	At Cost
f. Bid Advertisements	\$1,000	At Cost
f. Surveying	\$10,000	At Cost
f. Geotechnical Investigations	\$10,000	At Cost

* Reimbursable expenses are estimated amounts.

Engineer expects the entire contract duration for these services to be less than 12 months, excluding any services identified in the Study and Report Phase. If the contract duration extends beyond this time, commensurate additional compensation may be required.

Compensation items and totals based in whole or in part on Hourly Rates are estimates only. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by the Owner.

8. Consultants retained as of the Effective Date of the Task Order:

A. None.

9. Attachments:

B. Detailed project understanding.

10. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2022.

CITY OF MURFREESBORO:

WITNESS:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

SMITH SECKMAN REID:

WITNESS:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

City of Murfreesboro Legal Department

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**WRRF FULL-SCALE THERMAL DRYER DESIGN
DETAILED PROJECT UNDERSTANDING
ATTACHMENT TO TASK ORDER 2241030.0**

Project Understanding

The task order covers the engineering basic services necessary to complete the following:

Project will include the confirmation of the preferred thermal sludge dryer technology and manufacturer, preparation of a preliminary engineering report, preliminary design, and final design, as limited herein, of a full-scale thermal sludge dryer for the residual solids at the WRRF.

Currently, the MWRD dewateres the WRRF waste-activated sludge and transports the dewatered cake to the Middlepoint Landfill for disposal. The full-scale thermal dryer will provide a Class A dried product suitable for use as a soil amendment and thereby eliminate the need for landfill disposal. This project will include a preliminary engineering report and the design of the following:

- Modifications to the existing cake conveyance system to transport cake to a new cake storage bin.
- Wet cake storage bin including live bottom hopper.
- Wet cake feed pumping and piping to the dryers and emergency truck offload.
- Two (2) full-scale thermal sludge dryers located in the Truck Bay of the existing Biosolids Building.
- Dried product conveyance to truck loadout facility.
- Heated truck loadout facility.
- Off-gas handling systems for dryer and dried product conveyance.
- Thermal dryer thermal fluid heating system.
- Odor control system.
- Utilities connections.
- Existing truck scale condition assessment.
- List of anticipated permits and regulatory requirements.
- Building code compliance overview and structural engineer assessment.
- Mechanical HVAC upgrades to the existing Biosolids Building, as required.
- Electrical upgrades to the existing Biosolids Building, as required.
- Plumbing upgrades to the existing Biosolids Building, as required.
- Instrumentation and controls upgrade and integration with existing dewatering controls.
- Coordination with integrator for WRRF SCADA upgrades related to the thermal dryer process to define scope of work.
- Prepare necessary permit applications to a final draft version. Submittal of permits is not included in this task order.

The following assumptions are made regarding the work:

- The design shall be based on a single, pre-selected dryer manufacturer.

- Engineer will solicit a proposal from the dryer manufacturer to manufacture and deliver the dryer equipment package to the project site. Engineer will coordinate and review the proposal for scope and cost, but not negotiate, for the purpose of incorporating the work into a guaranteed price bid item as part of a future construction contract.
- Building modifications are necessary to meet NFPA 820 standards.
- Concrete base slab modifications are necessary in the truck bay.
- Odor control of the off-gas is necessary. Odor mitigation will be included in the design.
- The design will not include product silo storage. Product will be loaded into a truck for temporary storage.
- A truck loading station with winterized enclosure will be located north of and adjacent to the Biosolids Building.
- Rooms for electrical and controls and for the thermal fluid heating system will be designed in the Truck Bay or the basement area of the Biosolids Building.
- The current sludge holding tankage and pumping equipment and sludge dewatering equipment will accommodate the recommended improvements.
- The existing 6-inch non-potable “effluent” water line will accommodate recommended improvements.
- The existing natural gas line will accommodate the recommended improvements.
- The existing onsite truck scale will be utilized with recommended improvements.
- Engineer will coordinate with integrator for WRRF SCADA upgrades related to the thermal dryer process to define scope of work.
- MR Systems will be the sole source integrator for the dryer construction.
- State or federal funding will not be utilized.
- MWRD, or other entity, will televise and inspect the existing 24-inch and downstream 18-inch sewer to determine if the piping has unrestricted, full-flow capacity. The engineer intends to use this piping as the process drain for the new dryer equipment.

Project Meetings and Site Visits

In addition to meetings referenced in the Agreement, Engineer will perform each of the following:

- Attend up to two (2) out-of-town site visits to existing thermal dryer facilities.
- Conduct an Owner kickoff meeting to discuss the overall scope, schedule, costs, and other pertinent items critical to project success.
- Attend a pre-project review meeting with TDEC and MWRD personnel.
- Perform a WRRF site visit to inspect existing conditions and space constraints.
- Conduct up to two (2) review meeting with City Codes to discuss the project and confirm Codes analysis and pertinent Codes issues affecting the Dryer design.
- Conduct Owner review workshops at preliminary engineering report, 30-percent, 60-percent, and 90-percent deliverable milestones.

Deliverables

In addition to meetings referenced in the Agreement, project deliverables will include the following:

- Meeting minutes from kickoff meeting.
- Meeting minutes from TDEC pre-project meeting.
- Summary of out-of-town dryer facility site visits.
- Progress reports.
- Preliminary engineering report.
- Thirty percent, 60-percent, 90-percent, and 100-percent milestone submittal packages.
- Meeting minutes from each milestone review workshop.

All deliverables will be transmitted electronically, unless otherwise requested by MWRD.



MURFREESBORO WATER RESOURCES DEPARTMENT
FULL-SCALE THERMAL DRYER DESIGN
2241030.0
N/A
PROJECT LABOR ESTIMATE



Hourly Rate			Summary									
			PRINCIPAL	SEN. PM	PM I	ENG IV	ENG III	ENG II	ENG I	EI II	SR DES II	Hours/ Task Costs
			\$215.00	\$195.00	\$165.00	\$195.00	\$180.00	\$165.00	\$140.00	\$115.00	\$155.00	
00 - Proj Mgnt/Initiation												
	SubTask 0.1	Project Budget	60	10	5	0	5	0	0	0	0	80
	SubTask 0.2	Subconsultant Contracts	15	1	1	0	0	0	0	0	0	17
	SubTask 0.3	Project Scheduling	20	1	8	0	5	0	0	5	0	39
	SubTask 0.4	Project Setup (Accting, eRes, etc.)	40	1	10	0	0	0	0	0	0	51
	SubTask 0.5	Project Work Plan	60	1	2	0	0	0	0	0	0	63
	SubTask 0.6	QAQC Plan	20	2	4	0	0	0	0	5	0	31
	SubTask 0.7	Weekly Projections, eRes, etc.	40	0	20	0	0	0	0	0	0	60
	SubTask 0.8	Monthly Billing	40	0	20	0	0	0	0	0	0	60
	SubTask 0.9	Monthly Progress Reports	4	0	0	0	8	0	0	5	0	17
	SubTask 0.10	Kickoff Meeting Prepare Agenda	3	0	0	0	3	0	0	0	0	6
	SubTask 0.11	Kickoff Meeting Attend Meeting	4	0	4	0	4	0	0	8	4	24
	SubTask 0.12	Kickoff Meeting Prepare Minutes	1	0	0	0	2	0	0	4	0	7
	SubTask 0.13	Kickoff Meeting (internal) Prepare Agenda	4	0	0	0	4	0	0	0	0	8
	SubTask 0.14	Kickoff Meeting (internal) Attend Meeting	4	6	8	0	4	0	0	8	8	38
	SubTask 0.15	Kickoff Meeting (internal) Prepare Minutes	1	0	0	0	1	0	0	4	0	6
00 - Proj Mgnt/Initiation Subtotal Hours			316	22	82	0	36	0	0	39	12	507
00 - Proj Mgnt/Initiation Subtotal Cost			\$67,940	\$4,290	\$13,530	\$0	\$6,480	\$0	\$0	\$4,485	\$1,860	\$98,585
10 - Preliminary Engineering Report												
	SubTask 10.0	Not Used	0	0	0	0	0	0	0	0	0	0
	SubTask 10.1	Not Used	0	0	0	0	0	0	0	0	0	0
	SubTask 10.2	Not Used	0	0	0	0	0	0	0	0	0	0
	SubTask 10.3	Not Used	0	0	0	0	0	0	0	0	0	0
	SubTask 10.4	TDEC Project Discussion Meeting	4	0	0	0	4	0	0	0	0	8
	SubTask 10.5	TDEC Project Discussion Meeting Mintues	1	0	0	0	4	0	0	0	0	5
	SubTask 10.6	Two (2) Site Visits to Comparable Facilities	24	0	0	0	24	0	0	0	0	48
	SubTask 10.7	Coordinate Dryer Pilot Testing; Komline-Sanderson	4	0	0	0	4	0	0	0	0	8
	SubTask 10.8	Evaluate Testing Data	2	0	0	0	8	0	0	0	0	10
	SubTask 10.9	Complete Preliminary Evaluation (TO 2141008.0)	8	0	0	0	8	0	0	0	0	16
	SubTask 10.10	Finalize MFR Selection Preferred by MWRD	8	0	0	0	8	0	0	0	0	16
	SubTask 10.11	Preliminary Equipment Selection	8	0	0	0	20	0	0	0	0	28
	SubTask 10.12	Site Surveys	2	0	0	0	6	0	0	0	8	16
	SubTask 10.13	Project Phasing Plan	2	0	0	0	8	0	0	0	0	10

			Summary									
			PRINCIPAL	SEN. PM	PM I	ENG IV	ENG III	ENG II	ENG I	EI II	SR DES II	Hours/ Task Costs
Hourly Rate			\$215.00	\$195.00	\$165.00	\$195.00	\$180.00	\$165.00	\$140.00	\$115.00	\$155.00	
	SubTask 10.14	NFPA 820 Evaluation	4	15	0	18	16	0	0	4	0	57
	SubTask 10.15	Building Code Evaluation	1	20	0	12	4	0	0	4	0	41
	SubTask 10.16	Preliminary Process Design	4	0	0	2	20	0	0	10	0	36
	SubTask 10.17	Preliminary Structural Evaluation	1	0	0	8	2	0	0	8	0	19
	SubTask 10.18	Preliminary Site Evaluation	0	0	0	0	2	0	0	2	2	6
	SubTask 10.19	Preliminary Electrical Evaluation	0	0	0	10	4	0	0	0	0	14
	SubTask 10.20	Preliminary Mechanical Evaluation	0	0	0	7	4	0	0	0	0	11
	SubTask 10.21	Preliminary Plumbing Evaluation	0	0	0	3	1	0	0	0	0	4
	SubTask 10.22	Preliminary I&C Evaluation	1	0	0	4	4	0	0	0	0	9
	SubTask 10.23	Preliminary Plan View Drawings	0	0	0	4	8	0	0	0	40	52
	SubTask 10.24	Constructability Review - All Disciplines	1	5	0	8	8	0	0	0	8	30
	SubTask 10.25	Owner Progress Meetings - Prepare Agendas	0	0	0	0	0	0	0	0	0	0
	SubTask 10.26	Owner Progress Meetings - Attend Meetings	0	0	0	0	0	0	0	0	0	0
	SubTask 10.27	Owner Progress Meetings - Prepare Minutes	0	0	0	0	0	0	0	0	0	0
	SubTask 10.28	Prepare Opinion of Probable Construction Cost	1	0	0	6	10	0	0	6	0	23
	SubTask 10.29	Draft Preliminary Engineering Report Preparation	0	0	0	0	4	0	0	10	2	16
	SubTask 10.30	Draft Preliminary Engineering Report - QAQC	4	1	0	0	0	0	0	1	0	6
	SubTask 10.31	Draft Preliminary Engineering Report - Package and Deliver	0	1	0	3	1	0	0	2	0	7
	SubTask 10.32	PER Workshop - Attend Meeting	4	0	0	3	4	0	0	4	0	15
	SubTask 10.33	PER Workshop - Prepare Minutes	0	0	0	0	1	0	0	2	0	3
	SubTask 10.34	Final Preliminary Engineering Report Preparation	0	0	0	0	2	0	0	2	0	4
	SubTask 10.35	Final Preliminary Engineering Report -QAQC	1	0	0	0	0	0	0	1	0	2
	SubTask 10.36	Final Preliminary Engineering Report -Package and Deliver	0	1	0	0	1	0	0	2	0	4
	SubTask 10.37	TDEC Review of PER	1	0	0	0	2	0	0	0	0	3
	SubTask 10.38	Not Used	0	0	0	0	0	0	0	0	0	0
10 - Preliminary Engineering Report Subtotal Hours			86	43	0	88	192	0	0	58	60	527
10 - Preliminary Engineering Report Subtotal Cost			\$18,490	\$8,385	\$0	\$17,160	\$34,560	\$0	\$0	\$6,670	\$9,300	\$94,565
20 - Equip Procurement/ Negotiations												
	SubTask 20.0	Not Used	0	0	0	0	0	0	0	0	0	0
	SubTask 20.1	Internal Review Meetings	0	0	0	0	0	0	0	0	0	0
	SubTask 20.2	Owner Progress Meetings - Prepare Agendas	0	0	0	0	0	0	0	0	0	0
	SubTask 20.3	Owner Progress Meetings - Attend Meetings	0	0	0	0	0	0	0	0	0	0
	SubTask 20.4	Owner Progress Meetings - Prepare Minutes	0	0	0	0	0	0	0	0	0	0
	SubTask 20.5	Preliminary System Specifications	0	0	0	0	0	0	0	0	0	0
	SubTask 20.6	RFP Development	0	0	0	0	0	0	0	0	0	0
	SubTask 20.7	Evaluation of Dryer Scope of Supply in Proposal Response	0	0	0	0	0	0	0	0	0	0
	SubTask 20.8	Evaluation of Odor Control Scope in Proposal Response	0	0	0	0	0	0	0	0	0	0
	SubTask 20.9	Evaluation of Cost of Dryer Proposal	0	0	0	0	0	0	0	0	0	0
	SubTask 20.10	Contract Negotiation Assistance	0	0	0	0	0	0	0	0	0	0
	SubTask 20.11	Review Preliminary Equipment Submittals	0	0	0	0	0	0	0	0	0	0
20 - Equip Procurement/ Negotiations Subtotal Hours			0	0	0	0	0	0	0	0	0	0

Hourly Rate			Summary									
			PRINCIPAL	SEN. PM	PM I	ENG IV	ENG III	ENG II	ENG I	EI II	SR DES II	Hours/ Task Costs
			\$215.00	\$195.00	\$165.00	\$195.00	\$180.00	\$165.00	\$140.00	\$115.00	\$155.00	
20 - Equip Procurement/ Negotiations Subtotal Cost			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
20 - 30% Prelim Design												
	SubTask 30.0	Not Used	0	0	0	0	0	0	0	0	0	0
	SubTask 30.1	Internal Review Meetings (3)	10	0	6	6	10	12	0	22	13	79
	SubTask 30.2	Owner Progress Meetings (2) - Prepare Agendas	2	0	0	0	4	0	0	4	0	10
	SubTask 30.3	Owner Progress Meetings (2) - Attend Meetings	8	0	0	4	8	4	0	8	0	32
	SubTask 30.4	Owner Progress Meetings (2) - Prepare Minutes	1	0	4	0	4	0	0	4	0	13
	SubTask 30.5	Review Equipment Submittals and MFR Meetings (2)	8	0	10	0	24	10	0	18	4	74
	SubTask 30.6	Site and Landscaping/Irrigation Design	1	0	0	0	5	0	8	8	30	52
	SubTask 30.7	Erosion Protection/Sediment Control Design	0	0	0	0	0	0	8	0	10	18
	SubTask 30.8	Odor Control Design	0	0	0	0	10	0	0	18	10	38
	SubTask 30.9	Process and Process Piping Design	10	0	0	0	60	0	35	56	240	401
	SubTask 30.10	Solids Conveyance Design	5	0	0	0	50	0	18	35	55	163
	SubTask 30.11	Structural Design	2	0	0	40	8	0	0	50	110	210
	SubTask 30.12	Building/Architectural Design	0	20	0	0	0	0	0	0	40	60
	SubTask 30.13	Electrical Design	4	0	40	5	30	0	0	64	10	153
	SubTask 30.14	Instrumentation & Controls Design	20	0	0	50	30	0	0	18	10	128
	SubTask 30.15	Mechanical/Plumbing Design	10	0	0	0	30	60	0	18	70	188
	SubTask 30.16	Contract Documents/Specifications	5	2	0	10	12	0	0	44	0	73
	SubTask 30.17	Construction Phasing Plan	10	0	0	0	20	0	0	9	10	49
	SubTask 30.18	Demolition Plans	5	0	0	0	10	0	0	10	20	45
	SubTask 30.19	30% Design Submittal - QAQC	0	40	0	8	0	0	9	1	8	66
	SubTask 30.20	30% Design Submittal - Prepare OPCC	5	0	4	0	35	4	9	20	0	77
	SubTask 30.21	30% Design Submittal - Package and Deliver	1	2	0	0	5	0	0	10	10	28
	SubTask 30.22	50% Design Submittal - Owner Review Meeting	5	0	0	0	8	0	0	8	5	26
	SubTask 30.23	Planning Commission/Codes Submittals/Meeting	4	2	10	20	10	8	0	34	30	118
SubTask 30.24	Regulatory Submittals/Permits	0	2	0	0	0	0	0	0	0	2	
20 - 30% Prelim Design Subtotal Hours			116	68	74	143	373	98	87	459	685	2,103
20 - 30% Prelim Design Subtotal Cost			\$24,940	\$13,260	\$12,210	\$27,885	\$67,140	\$16,170	\$12,180	\$52,785	\$106,175	\$332,745
30 - 60% Final Design												
	SubTask 40.0	Project Management (Weekly Projections, eRes, etc.)	0	0	0	0	0	0	0	0	0	0
	SubTask 40.1	Internal Review Meetings (3)	10	0	6	6	10	12	0	22	13	79
	SubTask 40.2	Owner Progress Meetings (2) - Prepare Agendas	2	0	0	0	4	0	0	4	0	10
	SubTask 40.3	Owner Progress Meetings (2) - Attend Meetings	8	0	4	4	8	4	0	8	0	36
	SubTask 40.4	Owner Progress Meetings (2) - Prepare Minutes	1	0	0	0	4	0	0	4	0	9
	SubTask 40.5	Dryer Manufacturer Meetings (2)	8	0	10	0	20	10	0	15	4	67
	SubTask 40.6	Site and Landscaping/Irrigation Design	1	0	0	0	4	0	8	10	30	53
	SubTask 40.7	Erosion Protection/Sediment Control Design	0	0	0	0	0	0	8	0	10	18
	SubTask 40.8	Odor Control Design	0	0	0	0	18	0	0	30	10	58
	SubTask 40.9	Process and Process Piping Design	10	0	0	0	55	0	0	56	230	351
	SubTask 40.10	Solids Conveyance Design	5	0	0	0	55	0	0	30	55	145

			Summary									
			PRINCIPAL	SEN. PM	PM I	ENG IV	ENG III	ENG II	ENG I	EI II	SR DES II	Hours/ Task Costs
			\$215.00	\$195.00	\$165.00	\$195.00	\$180.00	\$165.00	\$140.00	\$115.00	\$155.00	
Hourly Rate												
	SubTask 40.11	Structural Design	2	0	0	0	8	0	0	8	10	28
	SubTask 40.12	Building/Architectural Design	0	10	0	40	0	0	0	40	110	200
	SubTask 40.13	Electrical Design	4	0	40	10	30	0	0	65	10	159
	SubTask 40.14	Instrumentation & Controls Design	20	0	0	50	30	0	0	20	10	130
	SubTask 40.15	Mechanical/Plumbing Design	10	0	0	0	30	60	0	20	70	190
	SubTask 40.16	Contract Documents/Specifications/Equipment RFP	5	4	0	20	10	0	0	35	0	74
	SubTask 40.17	Construction Phasing Plan	10	0	0	0	20	0	0	10	10	50
	SubTask 40.18	Demolition Plans	5	0	0	0	10	0	6	10	20	51
	SubTask 40.19	60% Design Submittal - QAQC	0	40	0	8	0	0	0	1	8	57
	SubTask 40.20	60% Design Submittal - Prepare OPCC	5	0	4	0	35	4	8	18	0	74
	SubTask 40.21	60% Design Submittal - Package and Deliver	1	0	0	0	5	0	0	12	10	28
	SubTask 40.22	60% Design Submittal - Owner Review Meeting	5	0	0	0	8	0	0	8	5	26
	SubTask 40.23	Planning Commission/Codes Submittals/Meeting	4	2	10	0	10	8	0	14	20	68
	SubTask 40.24	Regulatory Submittals/Permits	10	0	0	20	20	0	0	60	10	120
30 - 60% Final Design Subtotal Hours			126	56	74	158	394	98	30	500	645	2,081
30 - 60% Final Design Subtotal Cost			\$27,090	\$10,920	\$12,210	\$30,810	\$70,920	\$16,170	\$4,200	\$57,500	\$99,975	\$329,795
40 - 90% Final Design												
	SubTask 50.0	Not Used	0	0	0	0	0	0	0	0	0	0
	SubTask 50.1	Internal Review Meetings (4)	15	0	6	16	15	12	0	29	15	108
	SubTask 50.2	Owner Progress Meetings (2) - Prepare Agendas	2	0	0	0	4	0	0	4	0	10
	SubTask 50.3	Owner Progress Meetings (2) - Attend Meetings	8	0	4	10	8	4	0	14	6	54
	SubTask 50.4	Owner Progress Meetings (2) - Prepare Minutes	1	0	0	0	4	0	0	4	0	9
	SubTask 50.5	Dryer Manufacturer Meetings (4)	10	0	10	0	25	10	0	20	4	79
	SubTask 50.6	Site and Landscaping/Irrigation Design	1	0	0	0	5	0	8	10	30	54
	SubTask 50.7	Erosion Protection/Sediment Control Design	0	0	0	0	1	0	8	0	10	19
	SubTask 50.8	Odor Control Design	5	0	0	0	40	0	0	50	40	135
	SubTask 50.9	Process and Process Piping Design	20	0	0	0	100	0	0	90	240	450
	SubTask 50.10	Solids Conveyance Design	5	0	0	0	80	0	0	50	60	195
	SubTask 50.11	Structural Design	2	0	0	60	15	0	0	68	150	295
	SubTask 50.12	Building/Architectural Design	0	5	0	0	0	0	0	0	5	10
	SubTask 50.13	Electrical Design	4	0	70	8	40	0	0	110	20	252
	SubTask 50.14	Instrumentation & Controls Design	40	0	0	70	40	0	0	15	20	185
	SubTask 50.15	Mechanical/Plumbing Design	10	0	0	0	40	80	0	20	90	240
	SubTask 50.16	Contract Documents/Specifications/Equipment RFP	10	4	0	20	40	0	0	80	0	154
	SubTask 50.17	Construction Phasing Plan	10	0	0	0	20	0	0	10	10	50
	SubTask 50.18	Demolition Plans	5	0	0	0	10	0	0	10	20	45
	SubTask 50.19	90% Design Submittal - QAQC	0	60	0	8	10	0	0	4	10	92
	SubTask 50.20	90% Design Submittal - Prepare OPCC	5	0	4	0	35	4	8	20	0	76
	SubTask 50.21	90% Design Submittal - Package and Deliver	1	0	0	0	5	0	0	10	10	26
	SubTask 50.22	90% Design Submittal - Owner Review Meeting	5	0	0	0	8	0	0	8	5	26
	SubTask 50.23	Planning Commission/Codes Submittals	4	4	9	20	10	8	0	34	30	119

Hourly Rate			Summary									
			PRINCIPAL	SEN. PM	PM I	ENG IV	ENG III	ENG II	ENG I	EI II	SR DES II	Hours/ Task Costs
			\$215.00	\$195.00	\$165.00	\$195.00	\$180.00	\$165.00	\$140.00	\$115.00	\$155.00	
	SubTask 50.24	Regulatory Submittals/Permits	10	0	0	0	20	0	0	40	0	70
40 - 90% Final Design Subtotal Hours			173	73	103	212	575	118	24	700	775	2,753
40 - 90% Final Design Subtotal Cost			\$37,195	\$14,235	\$16,995	\$41,340	\$103,500	\$19,470	\$3,360	\$80,500	\$120,125	\$436,720
50 - 100% Final Design												
	SubTask 60.0	Not Used	0	0	0	0	0	0	0	0	0	0
	SubTask 60.1	Internal Review Meetings (1)	4	0	0	10	4	0	0	6	8	32
	SubTask 60.2	Owner Progress Meetings - Prepare Agendas	1	0	0	0	2	0	0	2	0	5
	SubTask 60.3	Owner Progress Meetings - Attend Meetings	3	0	0	8	3	0	0	3	0	17
	SubTask 60.4	Owner Progress Meetings - Prepare Minutes	0	0	0	0	1	0	0	2	0	3
	SubTask 60.5	Dryer Manufacturer Meetings (2)	5	0	0	0	10	0	0	10	2	27
	SubTask 60.6	Site and Landscaping/Irrigation Design	0	0	0	0	3	0	1	2	4	10
	SubTask 60.7	Erosion Protection/Sediment Control Design	0	0	0	0	1	0	1	0	2	4
	SubTask 60.8	Odor Control Design	2	0	0	0	18	0	0	18	20	58
	SubTask 60.9	Process and Process Piping Design	2	0	0	0	18	0	0	18	40	78
	SubTask 60.10	Solids Conveyance Design	2	0	0	0	18	0	0	18	20	58
	SubTask 60.11	Structural Design	1	0	0	10	2	0	0	20	33	66
	SubTask 60.12	Building/Architectural Design	0	3	0	0	0	0	0	0	3	6
	SubTask 60.13	Electrical Design	1	0	0	4	1	0	0	1	2	9
	SubTask 60.14	Instrumentation & Controls Design	1	0	0	22	1	0	0	1	3	28
	SubTask 60.15	Mechanical/Plumbing Design	1	0	0	6	1	0	0	1	2	11
	SubTask 60.16	Contract Documents/Specifications/Equipment RFP	4	0	0	54	10	0	0	15	30	113
	SubTask 60.17	Construction Phasing Plan	1	0	0	0	1	0	0	1	1	4
	SubTask 60.18	Demolition Plans	0	0	0	0	1	0	0	1	1	3
	SubTask 60.19	100% Design Submittal - QAQC	8	10	0	0	4	0	0	1	8	31
	SubTask 60.20	100% Design Submittal - Prepare OPCC	2	0	0	0	4	0	6	2	0	14
	SubTask 60.21	100% Design Submittal - Package and Deliver	0	0	0	1	0	0	0	14	25	40
	SubTask 60.22	100% Design Submittal - Owner Review Meeting	4	0	0	0	4	0	0	4	0	12
	SubTask 60.23	Planning Commission/Codes Submittals	0	4	0	0	4	0	0	0	4	12
	SubTask 60.24	Regulatory Submittals/Permits	10	0	0	0	20	0	0	35	8	73
50 - 100% Final Design Subtotal Hours			52	17	0	115	131	0	8	175	216	714
50 - 100% Final Design Subtotal Cost			\$11,180	\$3,315	\$0	\$22,425	\$23,580	\$0	\$1,120	\$20,125	\$33,480	\$115,225
LABOR HOURS			869	279	333	716	1,701	314	149	1,931	2,393	8,685
REVENUE			\$186,835	\$54,405	\$54,945	\$139,620	\$306,180	\$51,810	\$20,860	\$222,065	\$370,915	\$1,407,635